



PROJECT MANUAL

BIDDING AND CONTRACT REQUIREMENTS

TRANSPORTATION SERVICES

BID PACKAGE No. #TS-2023-01

**To Furnish Home – To – School Pupil Transportation, Special Education
Transportation and Other Transportation As Required, District
Maintenance and Operations Fleet**

Including

**Use of the District Bus Fleet, Repair Garage, Transportation Facility
which includes Office Space and Staff Lounge**

TRANSPORTATION SERVICES

BID PACKAGE No. #TS-2023-02

**To Furnish Home – To – School Pupil Transportation, Special Education
Transportation and Other Transportation As Required, To Furnish
Contractor Owned Bus Fleet. To Maintain and Repair District
Maintenance and Operations Fleet**

Including

**Repair Garage, Transportation Facility which includes Office Space and
Staff Lounge**

Owner: Eastside Union School District 44938 30th St. East ~ Lancaster, CA. 93535

Each Proposal shall be in accordance with plans, specification, and other Contract Documents set forth in this Bid Package.

Project Manual:

Bidders may obtain a Project Manual at www.eastsideusd.org on the Purchasing and Warehouse tab under Administrative Services

Pre-Bid Conferences: A mandatory pre-bid conference will be held on April 5, 2023 at 9 AM at the bus yard on 70th St. East and Ave H in Lancaster, CA. 93535

Proposers must attend the mandatory pre-bid conference to qualify to submit a bid proposal.

Each Proposer may have a **maximum of two (2) representatives** present at the mandatory pre-bid conference.

Bid Bond: Each bidder will submit a Bid Bond in the form set forth in the Contract Documents in an amount of ten percent (10%) of the expected annual contract value as a guarantee that the bidder will enter into the proposed contract if the contract is awarded to such bidder. If the bidder fails to enter into said contract, such security will be forfeited.

In accordance with provisions of the Government Code, substitutions of eligible and equivalent securities for any monies withheld to ensure performance under this contract will be permitted at the request and expense of the proposer.

Basis of Award: The District reserves the right to reject any or all proposals, or to waive any or all irregularities or informalities in any Proposal. The award, if made by the District, will be based on demonstrated competence and qualifications for the types of services to be performed and by a fair and reasonable price to the District and any additional criteria or guidelines established by the District. The award will be made after careful evaluation by the selection committee and will be based on demonstrated competence, as well as what is in the best interest of the District as determined by the committee in its sole and absolute discretion.

District Rights: The District reserves the right to reject any and all bids, to make multiple or “split” awards (if applicable), and to waive any irregularities in any bid.

Eastside Union School District

By: Michelle Quirce, Support Services Manager

By authority of the Governing Board of the Eastside Union School District Lancaster, County of Los Angeles, State of California

INTRODUCTION

BACKGROUND INFORMATION

The Eastside Union School District provides Regular Home-to-School transportation services, Special Needs Home-to-School transportation and Co-Curricular transportation services. These transportation services are provided under the requirements of the Education Code, the State Board of Education, the Vehicle Code, Federal Regulations and the California Administrative Code.

Transportation for General Education students is currently provided for families residing outside a two-mile radius of Enterprise Elementary, Eastside Elementary and Gifford C. Cole Middle School. Tierra Bonita Elementary and Columbia Elementary are considered walking distance schools; therefore, no transportation is provided. Those living within the radius either walk, bicycle or are transported by a parent.

Transportation for all Special Education students is provided for those receiving services at a school other than their school of residence or because of the severity of their disability, as specified in their Individualized Education Plan (IEP). In addition, the district transports Special Education students to the Yellen Learning Center, Palmdale Discovery Plaza and Promise academy.

BID #TS- 2023-01

The Eastside Union School District seeks a school bus Contractor to provide pupil transportation services.

The School District will provide:

1. Buses
2. Vehicle Repair Facility
3. Parking Area for all Buses and Contracted Employees
4. Office facilities
5. Staff Lounge

The Contractor will provide:

1. Management Expertise
2. Necessary and Standby Drivers
3. Vehicle Mechanic (s) for ALL District Vehicles
4. Driver training
5. Safety Personnel

BID #TS- 2023-02

The Eastside Union School District seeks a school bus Contractor to provide pupil transportation services.

The School District will provide:

1. Vehicle Repair Facility
2. Parking Area for all Buses and Contracted Employees
3. Office facilities
4. Staff Lounge

The Contractor will provide:

1. Buses
2. Management Expertise
3. Necessary and Standby Drivers
4. Vehicle Mechanic (s) for ALL District Vehicles
5. Driver training
6. Safety Personnel

Furthermore, for BID #TS- 2023-01

the contractor shall have use of the buses and facilities for the term of this contract and operate and maintain the buses and District owned vehicles to standards of the Eastside Union School District. District vehicles shall be used **ONLY** for District services.

Furthermore, for BID #TS- 2023-02

the contractor shall have use of the facilities for the term of this contract and operate and maintain Contractor owned buses and District owned vehicles to standards of the Eastside Union School District. District owned vehicles shall be used **ONLY** for District services.

BID #TS- 2023-01

The Eastside Union School District has retained ownership of their school bus fleet, while the Contractor trains and manages drivers and repairs buses and maintenance and operations fleet.

BID #TS- 2023-02

The Contractor will provide and maintain the school bus fleet, as well as training and managing drivers. The Contractor will also maintain Maintenance and Operations fleet

In addition to their regular instructional programs, The Eastside Union School District also operates special education programs for physically, mentally, and emotionally handicapped students. Because of the nature and severity of the handicaps, the students are transported from their home to the school of attendance.

Contractors responding to BID #TS- 2023-01

are notified that the number of buses owned by the District required to provide transportation services and District owned vehicles may be increased or decreased as a result of the School District decision to adjust schedules. In addition to home-to-school transportation, the Eastside Union School District provides transportation for field trips and other District authorized activities.

Contractors responding to BID #TS- 2023-02

are notified of the number of buses to be provided by the Contractor required for the transportation services and District owned vehicles may be increased or decreased as a result of the School District decision to adjust schedules. In addition to home-to-school transportation, the Eastside Union School District provides transportation for field trips and other District authorized activities.

Contractors should examine all bid documents, requirements, and specifications of the proposed Agreement. Questions regarding conditions and specifications must be submitted in writing to Michelle Quirce, Support Services Manager. The deadline for submitting questions or requests for clarification related to this bid is April 7, 2023 at 9 AM. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents. Documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation. Bidders shall not contact any other employee, officer, or representative of the District regarding this bid.

BIDDER REFERENCES AND RESPONSIBILITY INFORMATION

The District expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is “non-responsible” and poses a substantial risk of being unable to complete the work in a cost effective, professional and timely manner.

In performing the above-described responsibility determination, the District reserves the right to utilize, and bidder agrees to provide the District with, all possible sources of information in assisting District to make its determination, including but not limited to: inquiries to regulatory state boards and agencies; Dun and Bradstreet credit reports; bidder’s most recent financial statements (unaudited and audited, as requested by the District); inquiries to companies and public entities for which the Contractor has previously performed work; reference checks and examinations of all public records.

The bidder must also demonstrate knowledge of Home-to-School transportation services and should possess a working ability to perform similarly-sized transportation services for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contact and scope of work of at least three (3) public agency customers served within the last three (3) years with requirements similar to the needs of the Eastside Union School District Project.

FAILURE TO FURNISH THE REFERENCES AND OTHER INFORMATION AS REQUESTED (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

The references required by Paragraph 3 should be listed on the attached sheet. If you need more room, use a separate sheet but use the same format.

Worked for XYZ School District
Phone:
Address:
Contact Name, Address, Phone and Email:
Contract Worth:

BIDDER REFERENCES

Reference #1

District or Entity:

Phone No.:

Address:

Name of Contact:

Scope of Work and \$ Amount:

Reference #2

District or Entity:

Phone No.:

Address:

Name of Contact:

Scope of Work and \$ Amount:

Reference #3

District or Entity:

Phone No.:

Address:

Name of Contact:

Scope of Work and \$ Amount:

Reference #4

District or Entity:

Phone No:

Address:

Name of Contact:

Scope of Work and \$ Amount:

Reference #5

District or Entity:

Phone No.:

Address:

Name of Contact:

Scope of Work and \$ Amount:

CERTIFICATION OF SAFETY PROGRAM IN-PLACE

To: Eastside Union School District
44938 30th St. East
Lancaster, CA. 93535

I understand that, prior to initiating any work in the field, each Contractor is required to develop and fully implement safety program(s), as required by law, to include but not limited to CAL-OSHA requirements.

I understand and agree to plan and implement a comprehensive safety program and shall provide a State Certified School Bus Driver Instructor to conduct the program. Said program shall include, but not be limited to, regularly scheduled safety meetings for drivers.

I agree to submit the agendas of the meetings and attendance records for inspection by the District upon request.

I hereby certify, as a condition precedent to being allowed to start work in the field, that all required safety programs are, as of this date, in-place and active.

Contractor

Contractors Principal Signature

Date

PROPOSER SITE VISIT CERTIFICATION

Project: Eastside Union School District Transportation Bid 2023

Bid Package#: TS-2023-01 and TS-2023-02

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions relating to the requested services. I fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract

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

I agree to fully indemnify, defend, and hold harmless the Eastside Union School District, the Governing board, the Superintendent, and all of their respective officers, agents, employees, and consultants from any and all damages and costs or omissions related to conditions that could have been identified during my visit to the site.

CONTRACTOR

CONTRACTOR'S PRINCIPAL'S SIGNATURE

DATE

BID #TS- 2023-01
BID PRICE SCHEDULE
USING DISTRICT OWNED BUS FLEET FOR
HOME-TO-SCHOOL SERVICE
BID PRICE SCHEDULE- CO-CURRICULAR TRIPS
WORKERS COMPENSATION CERTIFICATE
INSURANCE CERTIFICATE
BID PROPOSAL QUESTIONNAIRE

BID #TS- 2023-02
BID PRICE SCHEDULE
USING CONTRACTOR OWNED BUS FLEET FOR
HOME-TO-SCHOOL SERVICE
BID PRICE SCHEDULE- CO-CURRICULAR TRIPS
WORKERS COMPENSATION CERTIFICATE
INSURANCE CERTIFICATE
BID PROPOSAL QUESTIONNAIRE

BID FORM
BID PRICE SCHEDULE- HOME-TO-SCHOOL SERVICE

Bid prices are to be submitted for four (4) hours per day. Separate bid prices for hours in excess of the base, and for types of service other than regular home-to-school are to be submitted as indicated on the form attached. The form may not be altered. The District requests a single price not dependent on the vehicle size for the bid price per hours in excess of base hours, billable in quarter hours. Each invoice period, total charges for hours in excess of base hours shall be the sum of the amounts in excess of the base for individual buses, minus any offsetting hours for buses which are used less than the base hours per day. The proper number of daily hours to be charged for each bus route shall be established by the Manager of Support Services. The District reserves the right to add and delete buses to or from service at the rates specified below, after giving the Contractor written/verbal notice. The number of buses required at the start of the Contract may be more or less than current service levels.

The Contractor should note that some District buses are equipped with wheelchair lifts and should include the cost of maintenance for this equipment in the bid price. The Contractor shall be responsible for the cost of fuel for Contractor owned buses for Home-to-School services and for co curricular trips.

Please note that as provided in the Transportation Service Agreement Contract, a cost escalation allowance is provided. Specifically, rates for service shall be adjusted annually beginning July 1, 2023, by the change in the Los Angeles-Anaheim-Riverside Consumer Price Index for All Urban Consumers for the proceeding July 1 through June 30 annual period. Minimum of two (2%) annually or seven percent (7%), whichever is less. **THE SAME COST ESCALATION AS DESCRIBED ABOVE SHALL BE EFFECTIVE FOR ALL EMPLOYEES EFFECTIVE JULY 1 OF EACH YEAR.**

The District includes pre-trip, post-trip, travel time to and from the point of departure, spot time and fuel time in the billable time for home to school transportation and for co-curricular transportation. The Contractor price for Contractor buses for conflicting trips shall also be billed as though the bus was based in the District Transportation Facility.

BID PRICE SCHEDULE FOR DISTRICT VEHICLE

The District owns the following vehicles included in this bid package:

- One (1) 2023 2500 Chevrolet Truck
- One (1) 2022 Dodge ProMaster Cargo Van
- District may add to the fleet at its own discretion

The Contractor agrees to perform and complete the subsequent District vehicle maintenance services and tasks ("Services") at the District Transportation Facility ("Property")

Basic Car Maintenance

3 Months/3000 Miles

1. Fluids
 - Engine Oil Level
 - Windshield Washer Fluid
 - Coolant
 - Brake Fluid Level
 - Transmission Fluid
 - Power Steering Fluid
2. Tire Pressure
3. Hoses
4. Belts

6 Months/5000 Miles

1. Oil and Filter Change
2. Tire Rotation
3. Lights
4. Fuel Filter
5. Battery
6. Cabin and Engine Air Filters

12 Months/ 10000 Miles

1. Synthetic Oil and Filter Change
2. Alignment
3. Brakes

Information For Proposers

1. Preparations and Submission of Bid

Bids must be present on the form included in the Contract Documents, must include all appurtenant attachments and submittals, and must be submitted at such time and place as is stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his/her bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

All bids submitted must be readily identified as bid submissions by the presence of the completed bid cover sheet affixed to the outside of the sealed envelope or package. Bids delivered in an outer envelope or package of a courier/delivery service or other envelope or package without a completed bid cover sheet affixed to the outside must have, within the outer envelope or package, a second sealed envelope or package containing the bid with the completed bid cover sheet affixed.

DISTRICT will not be responsible for the timely identification or receipt of bids not delivered in a sealed envelope or package with a clearly visible and completed bid cover sheet affixed to it.

2. ERASURES, INCONSISTENT OR ILLEGIBLE BIDS

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the Owner determines that any bid is unintelligible, inconsistent, or ambiguous, the Owner may reject such a bid as not being responsive to the invitation to bid. No erasures or corrections may be made after the scheduled closing time for receipt of bids.

3. Modifications

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form that is not specifically called for in the Contract Documents may result in the Owners rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid will be considered.

4. Signature

The Bid Form and the Bid Questionnaire must be signed in the name of the proposer and must bear the signature in longhand of the person or persons duly authorized to sign such documents on behalf of the proposer and must be embossed with the company seal.

5. Fingerprinting

The Contractor awarded the bid will be required to comply with the provisions of Educational Code, Sections 45125.1 et seq. regarding Pupil Safety/Fingerprinting. Employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice. Prior to the contract award by the Board of Trustees, the Contractor shall certify to the District that it has complied with the provisions of Education Code Section 45125.1.

Prior to the Contract award by the Board of Trustees, the contractor shall submit the Contractor Certification, in the form provided by the District, certifying compliance with this requirement.

6. NON-DISCRIMINATION

It is the policy of the Owner that in connection with all work performed under this Contract, there be no discrimination against any perspective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical or mental disability or medical condition. The Contractor agrees to comply with Federal and California laws including, but not limited to, The California Fair Employment and Housing Act, beginning with Government Code, Section 12900 and Labor Code, Section 1735 and the American Disability Act, 42 U.S.C and 12101, et seq and Executive Order 11246 entitled "Equal Opportunity", as amended by Executive Order 11375 and supplemented by Department of Labor regulations (41 CFR Part 60) A-102-014(c)

7. Non-Collusion Affidavit

Bidders in all public works contracts are required to submit a Non-Collusion Affidavit with their bid. This Affidavit is made part of the proposal form of the bid package and must be dated and signed under the penalty of perjury.

8. References

All bidders must include a list of references when submitting their bids. References are to be listed on the reference form included in the Required Bid Forms section of the bid package.

9. Bid Security

A Bid Bond shall be included in the sealed Cost Proposal and shall be 10% of the expected annual contract value. The expected annual contract value may be obtained by multiplying the prices bid for each type of service indicated on the Bid Form by the respective quantities of each type of service that the District has indicated it expects to require. These District service requirement projections may be found on the Bid Form but shall not in any way be construed to bind the District.

10. Award of Contract

The District reserves the right to reject any and all bid proposals and to waive any irregularities or informalities in any bid proposal or in the bid proposal process. The District is not required to award the contract to the lowest bidder but rather will consider proposals based on criteria established herein. The award of contract will be made in accordance within the following process:

(a) Cost

(b) Written Proposal Evaluation- The District will evaluate every written bid proposal. The review will include verifying:

1. Workers Compensation and Insurance Certificates are present and valid
2. A Complete Bid Proposal Questionnaire

AT ITS OPTION, THE DISTRICT MAY CHOOSE TO ELIMINATE ANY OR ALL BID PROPOSALS FROM FURTHER CONSIDERATION AFTER THE WRITTEN PROPOSAL EVALUATION

- (c) Site Evaluation- The District will conduct one or more site evaluations for each proposer who is not eliminated during the Written Proposal Evaluation. Site Evaluations will be conducted at facilities where the proposer currently provides transportation services by contract. By submitting a bid proposal, the proposer thereby agrees to cooperate to the best of its abilities with the Site Evaluation as described herein.

AT ITS OPTION, THE DISTRICT MAY CHOOSE TO ELIMINATE ANY OR ALL BID PROPOSALS FROM FURTHER CONSIDERATION AFTER THE SITE EVALUATION

- (d) Evaluation of References- The District may contact one or more customers as references.

AT ITS OPTION, THE DISTRICT MAY CHOOSE TO ELIMINATE ANY OR ALL BID PROPOSALS FROM FURTHER CONSIDERATION AFTER THE EVALUATION OF REFERENCES

- (e) Cost Evaluation For any proposers who are not eliminated from consideration after the Site Evaluation, the District will calculate the Cost Proposal and calculate an expected annual contract value (cost) as provided in the Bid Security requirements description above in section (2)

11. Examination of Contract Documents

Proposers shall thoroughly examine and be familiar with the bid proposal package documents. The failure or neglect of any Proposer to receive or examine any contract document, form, instrument, addendum, or other document, shall in no way relieve any Proposer from obligations with respect to his bid proposal. The submission of a bid proposal shall be taken as prima facie evidence of compliance in this section.

12. Proposer's Conference and Proposer visit to the District Terminal

A **mandatory** proposer's conference has been scheduled for the following time and place:

April 5, 2023 at 9 AM at the bus yard 70th St. East and Ave H in Lancaster, CA. 93535

Proposers will have the opportunity to inspect the fleet and facility at the time specified below. Inspection of the fleet and facility is optional

April 5, 2023 at 9 AM at the bus yard 70th St. East and Ave H in Lancaster, CA. 93535

Proposer's must attend the mandatory proposer's conference to qualify to submit a bid proposal. Each proposer may have a maximum of two (2) representatives present at the mandatory proposer's conference.

Proposers may submit questions with respect to any part of this Bid Proposal Package, or with respect to the bid proposal process in writing at any time before or after the conference prior to the bid opening. Questions asked orally during the conference will be answered in writing by the District and copies will be forwarded to all proposers who attended the mandatory proposer's conference.

13. Interpretation of Contract Documents

If any Proposer finds discrepancies in or omissions from, the Bid Proposal Specifications or Contract Document, he or she may submit to the District a written request for clarification or correction thereof to Michelle Quirce, Support Services Manager. Any interpretation or correction of the Contract Documents will be made only by addendum duly issues and copy of such addendum will be mailed or delivered to each person receiving the set of Contract Documents. No person is authorized to make any oral interpretation of any provision in the

Contract Documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.

14. Contract Specification Response

Proposers shall submit with their bid proposals, the contract document which they are prepared to execute if awarded the contract. Submission of the Contract document with a bid proposal shall be constructed to mean that the Proposer is committed to provide transportation services to the District exactly as specified in the Contract included in these bid proposal specifications.

In the event the contract document submitted contains terms and conditions different from those set forth in the Contract included with these bid proposal specifications, whether by addition, modification or omission, the District shall deem the Contract unacceptable. If unacceptable, the Proposer will be notified that specific provisions are not in compliance with the intent of the proposed contractual arrangements and their bid shall be rejected.

15. Evidence of Responsibility

Proposer's responses to questions included in the Questionnaire will be used to evaluate each Proposer's capability to provide proper and satisfactory transportation services as required pursuant to this Request for Bid Proposals. Upon request of the District, a Proposer whose bid proposal is under consideration for award of a contract may be required to submit additional information to support information previously provided.

It is highly desirable that Proposers have at least five (5) years' experience in the pupil transportation business. It is mandatory that Proposer's and subcontractors, if any, have at least three (3) years' experience in providing pupil home-to-school transportation.

16. Performance Bond

Within ten days prior to the execution of the Contract, the successful bidder will be required to post a performance bond in the form set forth in the Contract Documents. All bonds must be executed by an admitted surety licensed to do business in the State of California. The surety-underwriting limit must be in the amount of \$250,000 for the term of the contract.

Pursuant to California Public Contract Code Section 22300, the Contract will contain provisions permitting the successful bidder to substitute eligible securities for any monies withheld by the Owner to ensure performance under the Contract. Contractor will bear all costs related to the substitution of securities.

17. Workers Compensation

In accordance with the provisions of Section 3700 of the Labor Code, Proposer shall sign and file with the District the following certificate prior to performing any work under this contract:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability of worker's compensation or to undertake self insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of work on the Contract."

The form of such certificate is included in the bid proposal documents.

18. Insurance Certificate

The bid proposal shall include a copy of one or more certificates currently held by your firm which evidences liability coverage. If a proposer is selected for a site evaluation visit, they may be required to produce a certification of the firm's insurability, including that an carrier as

described in Section II.A. (3) of the contract shall certify the willingness to insure the Eastside Union School District, the District's Governing Board, Superintendent, officers, staff, employee, and agents as described in Contract Section II.A.(3)

Prior to commencing the work, the successful bidder will be required, at his expense, to provide and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors. Contractor shall also require all his subcontractors to procure and maintain the same insurance for the duration of the contract.

Insurance companies are required to have a minimum of an "A" rating.

19. Compliance with the California Labor Code

Proposers/Contractors receiving awards from the District Shall be responsible for compliance with the California Labor Code Sections 1810 through 1814 which provide for overtime compensation at the rate of 1.5 times the basic rate of pay for employees working in excess of eight (8) hours per day and forty (40) hours during any one week except that such compliance is not required for Contractors who are legally exempt. Violations for Contractors subject to this section are charged at a \$100 penalty per day for each workman for each hour of work for work in excess of 8 hours per day and 40 hours per week.

20. Contractors Response to the Bid Proposal Questionnaire

Each Proposer must submit the Bid Proposal Questionnaire with all questions answered with the bid proposal response. This question will be used by the District as described above during the evaluation and selection process. User organizations cited as references may be contacted by the District to determine if the level of service provided to the organization by the proposer is satisfactory or unsatisfactory. The District may also contact other organizations cited to verify that the Proposer's response is accurate. Proposers are hereby advised that the District maintains the sole and exclusive right to determine whether or not any Proposer is responsible and can provide proper and satisfactory transportation services as defined herein.

21. In the event that a Proposer is awarded the Contract, but fails or refuses to execute the Contract within seven (7) calendar days from the date of notification of award, the District may declare the Proposer's bid bond or deposit forfeited and may award the Contract to the Proposer whose proposal earned the next highest number of points if that bid proposal wasn't eliminated from consideration after the Initial Review, Site Evaluation, or Reference Evaluation stages. The District, alternatively at its discretion, may call for new bids, or may decline to award the Contract.

22. District Contact Personnel

Questions concerning this request for Bid may be addressed to Michelle Quirce, Support Services Manager, who may be reached at 661-952-1216.

BID FORM – HOME TO SCHOOL TRANSPORTATION (180 DAYS)

District Owned Buses

Vehicle Size (No. of Routes)	4 hour Base rate	Over Hours
Transit		
Conventional		
Cut-A-Way Van		
Non Conforming Van		

Total Annual Cost: \$ _____

Contractor Owned Buses

Vehicle Size (No. of Routes)	4 hour Base rate	Over Hours
Transit		
Conventional		
Cut-A-Way Van		
Non Conforming Van		

Total Annual Cost: \$ _____

Name of Firm

Authorized Agent

Title

Date

BID FORM – HOME TO SCHOOL SUMMER TRANSPORTATION (20 DAYS)

District Owned Buses

Vehicle Size (No. of Routes)	4 hour Base rate	Over Hours
Transit		
Conventional		
Cut-A-Way Van		
Non Conforming Van		

TOTAL ANNUAL COST: _____

Contractor Owned Buses

Vehicle Size (No. of Routes)	4 hour Base rate	Over Hours
Transit		
Conventional		
Cut-A-Way Van		
Non Conforming Van		

TOTAL ANNUAL COST: _____

Name of Firm

Authorized Agent

Title

Date

BID PRICE SCHEDULE - CO-CURRICULAR TRIPS

Under the provisions of the Contract, the District expects that the Contractor will be responsible for approximately 2,000 conflicting athletic/co-curricular trips per year, totaling approximately 4,000 trips including those trips that are split or do not conflict with routes. The District estimates the average for such trips is 70 miles and five hours. These projections shall not be construed so as to restrict the District from requesting more, fewer, longer, or shorter trips. The average number of co-curricular trips per year maybe as high as 25 The Contractor may be responsible for additional trips each day during the course of the Contract as provided for in Section II.B.(11) of the Contract. (That section also provides a definition of "conflicting trips.") Additional trips which do not conflict with home-to-school service may also be required of the Contractor. It is important to note that co-curricular service requires primarily 84 passenger buses. Trips which conflict with home-to-school service will require approximately 13 additional drivers beyond the numbers needed to provide regular home-to-school service and for substitute service, and these trips preclude the use of home-to-school buses. Trip buses are provided by the District. The District may add additional buses for conflicting trips during the term of the contract at their discretion to meet the needs of the District. Over hours shall be billed in quarter-hour increments.

	Column (1)	Column (2)
	Base Cost	Cost Per
	<u>For 4 Hrs.</u>	<u>Add'l. Hour</u>
Price for District-Owned Buses:	\$ _____	\$ _____
TOTAL ANNUAL COST: _____		
Price for Contractor-Owned Buses:	\$ _____	\$ _____
TOTAL ANNUAL COST: _____		

Name of Firm

Authorized Agent

Title

Date

BID FORM

DISTRICT VEHICLE MAINTENANCE AND REPAIR SERVICE

Vehicles:	3 month/3000- miles	6 month/6000-miles	12 month/10000- miles
F150 (3)	_____	_____	_____
Dodge ProMaster (1)	_____	_____	_____
Chevrolet 2500 (1)	_____	_____	_____

TOTAL ANNUAL COST: _____

Name of Firm

Authorized Agent

Title

Date

Company Name

Signature of Authorized Agent

Street Address

Business Telephone Number

City, State and Zip Code

Date Signed

INSURANCE CERTIFICATE

The bid proposal (s) shall include a copy of one or more insurance certificates currently held by your firm which include liability coverage, property, casualty, theft and fire coverage. If your firm is selected for a site evaluation visit, you may be required to produce a certification of your firm's insurability:

An insurance carrier as described in Section II.A.(3) shall certify its willingness to insure the Eastside Union School District, the District's Governing Board, Superintendent, officers, staff, agents and employees as described in Contract Section II.A.(3).

I, the undersigned, have attached a copy of a certificate of insurance which I attest 1) remains currently in force, and 2) has been issued for the purposes of insuring a school district, non-public school, or County Superintendent of Schools which (who) currently contracts for student transportation services from my firm.

Company

Authorized Agent or Officer

Date

DISTRICT MONITORING PROGRAM STATEMENT

The purpose of this statement is to make potential Contractors aware of the transportation service monitoring the District plans to perform. The monitoring will concentrate on the outputs of transportation services (service input screening is described in a separate statement). The monitoring has three purposes:

- To ensure that the District actually receives such service as it has contracted for and as it pays for;
- To encourage good performance and to assess liquidated damages upon the Contractor based upon service performance with the intent of identifying and encouraging good performance, and identifying and discouraging poor performance; and
- To identify methods and policies which will improve the quality or reduce the cost of transportation services. Such methods and policies may be incorporated into future amendments to or revisions of the Contract.

Toward those ends, the District will make regular use of the monitoring measures listed below, and based upon the results of such monitoring, will exercise its contractual and legal rights expressly including, but not limited to:

- Authority to assess liquidated damages; (provided for in Contract Section II.B.(12))
- Authority to require immediate removal of any or all District Terminal drivers, management, and support staff, whether the staff is permanent, temporary or substitute; (provided for in Contract Section II.B.(7).(d));
- Authority to agree to renewal of the Contract for an additional two year period (in conformance with law and as provided for in Contract Section I.(2));
- Authority to terminate the Contract for poor performance (provided for in Contract Section I.(3)).

The District contemplates use of the following measures to monitor service outputs, but the District reserves the right at its sole discretion to use any additional legally acceptable measures. The Support Services Manager shall designate, with advice from the Contractor, the form in which data shall be recorded and provided (for example, daily or weekly; by bus, by driver, or for the entire fleet in aggregate, etc.)

General Performance Measures

These shall apply to regular home-to-school service, handicapped and Special Education service, and to any co-curricular trips which the Contractor is obligated to perform by Contract or which the Contractor otherwise elects to perform.

- Numbers and percentages of routes which are run more than 15 minutes late at any point;
- Numbers and percentages of routes which are run early at any point;
- Numbers and percentages of routes during which one or more stops are missed;
- Numbers and percentages of routes which are missed entirely;
- Number, validity of and seriousness of complaints and compliments; and
- Compliance with District-established pupil management policies and standards.

Safety Related Measures

- Motor Vehicle Accidents;
- School Bus Accidents;

- Incidents (A student injury which occurs while a bus is stationary, which does not occur during a "red-light crossing," and which does not occur during a collision of any sort; or some other disturbance on or about a bus which is neither a motor vehicle accident or a school bus accident.);
- Injuries which result from accidents or incidents.

The District may use each of these measures to a greater or lesser extent, as it sees fit. **These measures are not intended to pose a burden to the Contractor, but instead to help the Contractor to achieve the highest levels of performance quality and to reassure the community that children's transportation needs are well cared for.**

By executing the Transportation Service Agreement Contract, the successful proposer thereby agrees to cooperate with these monitoring activities, and to collect, record and provide to the Transportation Director immediately upon request such information as may be necessary to conduct these monitoring activities.

Contractor, Authorized Agent

Date: _____

EASTSIDE UNION SCHOOL DISTRICT

BID PROPOSAL QUESTIONNAIRE

TO THE CONTRACTOR:

The following questionnaire is a part of this Request for Bid Proposals. 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 bid proposal. Any errors, omissions or misrepresentation of information may be considered as a basis for the rejection of the bid proposal and may be grounds for the cancellation of any agreement executed as a result of the Request for Bid Proposals.

Where space is not provided for an answer, or your answer will not fit in the space provided, please attach additional sheets marked with the question they address (for example, I.C.5). 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.

I. 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 or a parent 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 Shareholder(s)
____ General Partner
____ Individual Proprietor

C. NATURE OF OPERATIONS

1. Is your firm currently engaged in providing home-to-school transportation services under a contract with a school district, non-public school or County Superintendent of Schools?

No ____ Yes ____ Number of Years ____

2. List all the transportation permits (City and State) under which you currently operate.

3. Are you currently, or have you ever, contracted to provide pupil transportation services for any school district, non-public school or County Superintendent in the State of California?

Yes ____ No ____

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

Yes ____ No ____ Number of Years ____

5. For every school district, non-public school, or County Superintendent of Schools within California (or for the five Contracts nearest to California if you do not serve any California schools) to which your firm currently provides, or has provided within the last two years, home-to-school transportation under contract, complete the following form or a copy of it:

School, District, or County name, location, phone number, and address (including state):

Does your firm provide special education transportation services under the Contract?

Yes ____ No ____

How many buses are involved? _____

When did the Contract term begin, and when does it end?

Begin _____ End _____

II. MANAGEMENT AT THE TERMINAL AND ABOVE

- A. The District strongly believes that the individuals holding the Terminal Manager, Training, Dispatch and Maintenance positions are critical to the provision of consistent and high quality transportation services. 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 the District Terminal. 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 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.

If awarded the Contract, the Contractor shall submit each proposed employee's resume to the Manager of Support Services for approval. The District reserves the right to reject, without cause, any applicant selected by the Contractor for any position. Contractor employees are subject to continuous approval by the District. The Contractor shall immediately remove from any portion of service or all service any employee the District deems unfit to provide service. Any action taken by the District within this section may be on a temporary or permanent basis.

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, 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 organization 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 within 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.)

III. DRIVER PERSONNEL

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

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 testing material.

E. What percentage of driver applicants eventually begin your 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 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 a School Bus Driver 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 field 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 reviews.

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 which 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. Include a description of driver benefits and employee costs.

- P. Describe the benefits plan and employee costs for any plans you would expect to implement at the District's Terminal for full time employees.

IV. PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR

- A. Do you have a formal, scheduled preventive maintenance program for vehicle fleets which 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 vehicle?

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?

(If so, please describe.) Yes _____ No _____

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

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

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

Yes _____ No _____

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

- H. 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?

_____ %

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

V. SAFETY PROGRAM AND ACTIVITIES

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

- B. How often are safety meetings held? _____

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

- D. What have been the School Bus Accident Rates and Motor Vehicle Accident Rates for school buses operated by your firm in each of the three most recent Academic years? (School Bus Accidents and Motor Vehicle Accidents are defined in the California Highway Patrol Passenger Transportation Safety Handbook).

School Bus Accidents

Motor Vehicle Accidents

per million vehicle miles

per million vehicle miles

2020/2021 _____

2021/2022 _____

2022/2023 _____

Injury accident rates, if available? _____

VI. INSURANCE DATA

If your bid 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 _____

VII. FINANCIAL AND CREDIT DATA

If your bid 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 2020, 2021, 2022

Yes _____ No _____

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

Yes _____ No _____

If so, please specify the terms offered on a separate sheet

VIII. MOTOR CARRIER SAFETY COMPLIANCE REPORTS

Please provide copies of your most recent Motor Carrier Safety Compliance Reports for your five (5) closest locations. Include copies on Motor Carrier Safety Compliance Reports from any Contractor location in California that your company operates where you have received an Unsatisfactory Rating during the past five years.

IX. CUSTOMER REFERENCES

Please provide a complete list of all current and past customers, using the Reference Form included as part of the required Contract Forms, with contact information your company has done business with in the State of California (or in the nearest state your company does business if currently not operating in California) during the past five years. Indicate the type and size of the operation and if they are no longer a customer what the circumstances were that your company ceased providing their service.

X. OTHER RELEVANT INFORMATION (Optional)

Please provide any other information or data which shows the experience and affiliations of your firm, and/or which 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 in. (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 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 Proposal Questionnaire is complete and accurate to the best of my knowledge. I understand that if the Eastside Union 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

SERVICE INPUT SCREENING STATEMENT

The purpose of this statement is to make potential Contractors aware of the methods the District will use to screen "inputs" into transportation services. Ideally, such screening would not be necessary, only measurement of service outputs and penalties based upon those outputs would be necessary, since the Contractor could be assumed to use whatever inputs are necessary to achieve the outputs the District requires. However, the service output of transporting children safely to and from school is too important for the District to risk an error in judgment with respect to choice of service inputs.

For that reason, the District will make regular use of the screening mechanisms listed below. Based upon the results of such screening, the District will exercise its legal and contractual rights expressly including, but not limited to:

- Authority to approve, reject or to require immediate removal of any or all District Terminal drivers, management, and support staff, whether the staff is permanent, temporary or substitute (provided for in Contract Section II.B.(7).(d)); and
- Authority to immediately remove any or all buses from service (provided for in Contract Section II.B.(13).(b)).

The District contemplates use of the following methods to screen service inputs, but the District reserves the right at its sole discretion to use any additional legally acceptable methods as it sees fit.

Contractor Personnel

- Background checks through the Departments of Justice and Education, and through law enforcement agencies using fingerprints or other identifying information;
- Background reference checks using information provided by previous employers, contracting agencies, and/or personal references;
- Driving record checks for School Bus-related and private vehicle-related moving violations and accidents;
- Testing for use of drugs or for the influence of alcohol;
- Questioning of Contractor personnel by the Manager of Support Services;
- Direct District observation or evaluation of job performance;
- Contractor evaluations of driver performance;
- Credentials held by drivers (including school bus driver's certificate, first aid card, tuberculosis test result card, medical examiner's certificate, California Class 3/Class B, or other legally required driver's license, T-01 and/or T-02 training records);
- Assignment of drivers whether permanently, temporarily, or as substitutes, to buses and pupils for which they possess the minimum qualifications, certification and training to serve;
- The number of drivers assigned to the District Terminal;
- Driver absence rates;
- Use of incentive and disciplinary programs; and
- Driver job satisfaction.

Recruitment and Training

- Number of driver applications received;
- Number of applicants accepted and starting classroom training;
- Number of trainees starting behind-the-wheel training;
- Driver and driver instructor compliance with legally and contractually-established training requirements (for content and for quantity);

- Delegate driver trainer qualifications and compliance with legal regulations and contractual requirements;
- Training program quality, as measured by direct observation, by evaluation of trainees, or by the rate at which numbers of trainees are successful in obtaining certification as school bus drivers; and
- Driver turnover rates and reasons for leaving.

Equipment

- Mechanical or visual inspection of any or all buses at any time;
- Operational testing of any or all buses at any time;
- Investigation of any or all inspection and/or repair records and/or the Contractor's master list of repairs needing to be made;
- Vehicle down time;
- Number of roadway breakdowns;
- Condition of buses;
- Removal from service of buses unfit for service;
- Repair of identified defects;
- Effective, prompt, and comprehensive identification of defects;
- Certification of buses and the District Terminal by the Motor Carrier, the California Highway Patrol, the Department of Education and the Department of Motor Vehicles as may be appropriate.

The District may use each of these methods to greater or lesser extents, as it sees fit. **These methods are not intended to pose a burden to the Contractor, but instead to help the Contractor to achieve the highest levels of performance quality and to reassure the community that children's transportation needs are well met.**

By executing the Transportation Service Agreement Contract, the successful proposer thereby agrees to cooperate with these screening activities, and to collect, record and provide to the Support Services Manager immediately upon request such information as may be necessary to conduct these screening activities.

Contractor, Authorized Agent

Date _____

BID BOND

ALL OFFERERS WHO PROVIDE A SUBMISSION FOR THIS SOLICITATION ACKNOWLEDGE, that we _____ as _____ Principal and _____ as Surety, are hereby held and firmly bound unto the Eastside Union School District hereinafter known as the "Owner " in the penal sum of Ten Percent (10%) Dollars (\$ _____) of the total cost of co-curricular service and Ten Percent (10%) of the annual cost of Summer School Services calculated from the bid prices submitted to the said Owner 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, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the above obligation is such that whereas the Principal has submitted to the accompanying bid date this _____ day of _____, 20____, for _____

BID Package #: _____

NOW THEREFORE, if the aforesaid Principal shall be awarded the Contract upon said Bid Proposal and shall within seven (7) days after the notice of such award, execute a written agreement of the awarded Contract and submit the required Payment and Performance Bonds and other required Contract Documents, then is obligation shall be null and void. In the event the Principal fails and/or refuses to execute and deliver said documents, this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to the difference in money between the amount of the bid of the said Principle, and the amount for which the oblige may be legally contracted with another party to perform the said work if such amount be in excess of the former. In no event, however, shall the Surety's liability exceed the penal sum thereof.

THE SURETY for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extension of the time when the Owner may accept such bid, and said Surety does hereby waive notice of any such extension.

In the event a suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such a suit, including a reasonable attorney's fee to be fixed by the court.

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

Principal _____
Proper Name of Bidder

Surety _____

By: _____

Name of California Surety Agent

Title: _____

Address of California Surety Agent

Signature: _____

Phone Number of California Surety Agent

By: _____
Attorney- in- Fact

(SEAL)

(SEAL)

CONTRACTOR'S FAITHFUL PERFORMANCE BOND

(to be executed in triplicate)

Bond No. _____

Premium: \$ _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the **Eastside Union School District**, as Obligee,
awarded to _____, as Principal,
the contract for the work described as follows:

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee in the sum of:

(\$ _____) (this amount being not less than one hundred percent [100%] of the total amount payable by the Obligee under the terms of the contract awarded by the Obligee to the Principal), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Principal, its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract and any alteration thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the Obligee, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Obligee from loss or damage made evident during the period of one (1) year from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the contract, the Obligee having performed the Obligee's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the Obligee, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to the Principal by the Obligee under the contract and any modifications thereto, less the amount previously properly paid by the Obligee to the Principal.

Surety expressly agrees that the Obligee may reject any contractor or subcontractor which may be proposed by the Surety in fulfillment of its obligations in the event of default by the Principal.



Surety shall not utilize the Principal in completing the contract nor shall the Surety accept a bid from the Principal for completion of the work if the Obligee, when declaring the Principal in default, notifies the Surety of the Obligee's objection to the Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the successors or assigns of the Obligee. Any suit under this bond must be instituted within the applicable statute of limitations period.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of the work to be performed thereunder.

In the event that the Obligee is required to engage the services of an attorney in connection with the enforcement of this bond, the Principal or Surety shall pay all costs incurred by the Obligee including reasonable attorney's fees incurred, with or without suit.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 2008.

Principal (exactly as it appears on Contractor's License)		Surety
		
Signature		Signature
Print Name		Print Name
Print or Type Title		Print or Type Title
		Surety Mailing Address
		Phone
		Fax
		Email Address of Surety Contact

Affix Corporate Seal of Prime Contractor if incorporated		Affix Corporate Seal of Surety
-------------------------------------------------------------	--	--------------------------------

		<input type="checkbox"/> Attach power of attorney <input type="checkbox"/> Attach jurat

Eastside Union School District

Project: **BID #TS- 2023-02**

To furnish Contractor Owned Bus Fleet for Home-To-School Pupil Transportation, Special Education Transportation, and Other Transportation as Required.

Bid Package Number:

Company Name:

Contact Name:

Contact Phone Number and Email Address:

Contents Must Include the Following: (Please Check Each Box)

- Contractor's Proposal
- Bid Proposal Questionnaire
- Bid Price Schedule
- District Monitoring Program Statement
- Service Input Screening Statement
- Bid Bond
- Performance Bond
- Fingerprinting Certification
- Drug Free Workplace Certification
- Safety Program Certification
- Bidder Reference and Responsibility Information
- Non-Collusion Affidavit
- Certificate Regarding Workers Compensation
- Insurance Certificate
- Bidder's Site Visit Certification
- Bid Label

Bids Due: May 3, 2023

Attn: Eddy Benedetti, Purchasing Specialist
Eastside Union School District
45006 30th St. East
Lancaster, CA. 93535

Each Bidder must complete the information on this sheet and affix this sheet to the outside of their bid envelope.

(Attach Attorney-in-fact Certificate and Required Acknowledgements)

Eastside Union School District

Project: **BID #TS- 2023-01**

To furnish Home-To-School Pupil Transportation, Special Education Transportation, and Other
Transportation as Required

Bid Package Number:

Company Name:

Contact Name:

Contact Phone Number and Email Address:

Contents Must Include the Following: (Please Check Each Box)

- Contractor's Proposal
- Bid Proposal Questionnaire
- Bid Price Schedule
- District Monitoring Program Statement
- Service Input Screening Statement
- Bid Bond
- Performance Bond
- Fingerprinting Certification
- Drug Free Workplace Certification
- Safety Program Certification
- Bidder Reference and Responsibility Information
- Non-Collusion Affidavit
- Certificate Regarding Workers Compensation
- Insurance Certificate
- Bidder's Site Visit Certification
- Bid Label

Bids Due: May 3, 2023

Attn: Eddy Benedetti, Purchasing Specialist
Eastside Union School District
45006 30th St. East
Lancaster, CA. 93535

**Each Bidder must complete the information on this sheet and affix this sheet to the outside
of their bid envelope.**