

# **MANZANITA PUBLIC CHARTER SCHOOL**

## **REQUEST FOR BIDS**

**BID # 2024-100**

## **STUDENT TRANSPORTATION SERVICES**

**Home-To-School  
Field Trips / Activities**

Mandatory Pre-Bid Meeting (via Zoom):	2:00 pm Thursday, February 22, 2024
Deadline for Submission of Questions:	5:00 pm Friday, March 8, 2024
Due Date for Bids:	1:00 pm Friday March 29, 2024
Anticipated Award:	To be announced

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**Manzanita Public Charter School  
BID # 2024-100  
NOTICE CALLING FOR BIDS**

Notice is hereby given that MANZANITA PUBLIC CHARTER SCHOOL, hereinafter referred to as “SCHOOL”, will receive up to, but no later than **Friday March 29, 2024**, sealed Bids for the award of a contract for:

**STUDENT TRANSPORTATION SERVICES  
Home-To-School and Field Trips/Activities**

Manzanita Public Charter School is an independent charter elementary school LEA, and is seeking Bids from qualified firms that can furnish, operate, and maintain all school buses necessary for the transportation of general education pupils to and from school, special or on any approved field trips; including the use of said school buses during a school-declared emergency.

A **mandatory** pre-Bid conference will be held on **2:00 pm Thursday, February 22, 2024, via Zoom** for the purpose of discussing the Bid documents and answering any questions generated by those in attendance. Please email Suzanne Nicastro, Superintendent at [Suzanne.Nicastro@manzanitacharterschool.com](mailto:Suzanne.Nicastro@manzanitacharterschool.com) by **5 p.m., Monday, February 19, 2024**, to obtain a link to the Zoom meeting. The full Request for Bids is available at Manzanita Public Charter School, 991 Mountain View Boulevard. VSF, CA. 93437

Each Bidder shall possess, at all times, a valid and current School Bus Contractor’s License issued by the California Highway Patrol in compliance with California Vehicle Code Section 2571. All Bids shall be made and presented on the Bid Forms furnished by the School. Bids may be hand delivered or mailed to Manzanita Public Charter School, 991 Mountain View Boulevard, VSF, CA. 93437 c/o Suzanne Nicastro, Superintendent. Bids shall be opened and publicly read aloud at the above stated date, time and place. Bids received after the deadline will not be considered and will be returned unopened.

Each Bid must conform and be responsive to the Bid documents and include a cashier’s check or Bid Bond as provided herein. No Bidder may withdraw the Bid for a period of sixty (60) days after the date set for opening of Bids. During this time, all Bidders shall guarantee prices quoted in their respective Bids.

Small businesses and firms owned and controlled by women, minorities and persons with disabilities and/or disabled veterans are encouraged to participate in this solicitation. For any questions or clarifications, please email Suzanne Nicastro, Superintendent at [Suzanne.Nicastro@manzanitacharterschool.com](mailto:Suzanne.Nicastro@manzanitacharterschool.com) by **no later than 5 p.m., Friday, March 8, 2024**.

The School will consider price, as well as the Bidder’s demonstrated ability to meet the unique needs of the School and its students in selecting the winning Bidder. While price is a factor, ***the School is under no obligation to accept the lowest Bid rendered.*** At its sole discretion, the School will award the Bid to the lowest responsive and responsible Bidder who best satisfied the terms, Bid specifications, and conditions contained in this Request for Bids and the student transportation requirements of the School.

The School reserves the right to reject any or all Bids, or to waive any irregularities or informalities in any Bids or the Bidding process, to accept or reject any items or combination of items.

**BID # 2024-100**

**INSTRUCTIONS FOR BIDDERS**

1. **DEFINITIONS:** Manzanita Public Charter School, hereinafter referred to as “School” and as used in these Bid documents, shall be construed to include the Manzanita Governance Board of Directors, all employees, officers, and agents of the School. The “Contractor/Bidder” is named as such in the contract/Bid documents and is referred to in generic terms as if the Contractor/Bidder were of singular number and masculine or feminine gender. **PREPARATION OF BID RESPONSES:** **The School invites Bids on the attached forms to be submitted no later than 1:00 pm, Friday March 29, 2024.** The School requires one (1) original, two (2) additional hard copies and one (1) USB electronic file. All hard copies shall be submitted in a 3-ring binder for ease of reviewing. Bid responses must be typed uniformly on letter size (8 ½” x 11”) sheets of white paper, single sided or double sided, each section clearly titled, with tabs, and each page clearly and consecutively numbered. Bid responses must be clean and suitable for copying. Bid responses must be specific. For example, “See Enclosed Manual” will not be considered an acceptable Bid response. Receipt of all addenda, if any, must be acknowledged in the Bid Response.

All blanks in the Bid Forms must be appropriately filled. **All Bids shall be enclosed in a sealed package plainly marked with the name and address of the Bidder and the words “BID RESPONDING TO BID # 2024-100. – DO NOT OPEN UNTIL AFTER 1:00PM Friday, March 29, 2024. Bid Cover Sheet shall be affixed to the outside of the envelope for submission to the School.**

3. **MANDATORY PRE-BID CONFERENCE:** Bidders must attend a mandatory pre-Bid conference to be held on 2:00 p.m. Thursday, February 22, 2024, via Zoom, for the purpose of discussing the Bid documents and answering any questions generated by those in attendance. **Please email Suzanne Nicastro, Superintendent, at [Suzanne.Nicastro@manzanitacharterschool.com](mailto:Suzanne.Nicastro@manzanitacharterschool.com) to obtain a link to the Zoom meeting.**

After the pre-Bid conference, **all questions must be submitted by email to [Suzanne.Nicastro@manzanitacharterschool.com](mailto:Suzanne.Nicastro@manzanitacharterschool.com) by no later than 5:00 pm Friday, March 8, 2024. Questions after this deadline may not be answered.**

4. **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 initials of the persons signing the Bid. In the event of inconsistency between words and figures in the Bid price, words shall control figures. In the event that school determines that any Bid is unintelligible, inconsistent, or ambiguous, the school may reject such Bid as not being responsive to the invitation to Bid. Bidders shall verify their Bids before submission, as Bids cannot be withdrawn or corrected after the Bid opening.
5. **MODIFICATIONS:** Changes in or additions to the Bid Form, recapitulations of the work bid upon, alternative bids, or any other modification of the Bid Form or other Bid documents, including the Form of Required Contract, Addenda, etc., which is not specifically called for in these Bid documents may result in the School’s rejection of the Bid as not being responsive to this invitation to Bid. No oral, telephonic, telegraphic or facsimile Bids or modifications will be considered.
6. **SIGNATURE:** Signatures must be signed in permanent ink in the name of the Bidder and must bear the signature in longhand of the person or persons duly authorized to sign the Bid. **Any Bid submitted without a signature will be deemed non-responsive and will be rejected.**

7. **BID SUBMISSION ADDRESS:** All Bids shall be submitted to Manzanita Public Charter School, 991 Mountain View Boulevard, Vandenberg Space Force Base, CA. 93437, to Suzanne Nicastro, no later than 1:00 pm Friday, March 29, 2024. It is the sole responsibility of the Bidder to ensure that the Bid is received at the location indicated herein, no later than the time and date specified. Any Bid received after the scheduled closing time for receipt of Bids will be returned to the Bidder unopened.
8. **BID OPENING READING:** It is the Bidder's sole responsibility to ensure that its Bid is received prior to the scheduled closing time for receipt of Bids. Any Bid received after the scheduled closing time for receipt of Bids shall be returned to the Bidder unopened. At the time set forth in the BID SUBMISSION ADDRESS provision above, the sealed Bids will be opened and read aloud in the meeting room as may be designated. Check in with the receptionist on the day of the Bid opening for the specific room location. A zoom link for the bid opening will be forwarded to those in attendance at the mandatory bidder's conference.

**TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE SCHOOL OFFICE BY THE TIME AND DATE OF CLOSING. E-MAILED AND FAXED BIDS WILL NOT BE ACCEPTED AND WILL BE DEEMED NON-RESPONSIVE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

9. **INTERPRETATION OF BID DOCUMENTS:** If any person contemplating submitting a Bid for the proposed work is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies in, or omissions from any of the documents, written request for clarification or correction thereof, must be submitted to by email to Suzanne Nicastro, at [Suzanne.Nicastro@manzanitacharterschool.com](mailto:Suzanne.Nicastro@manzanitacharterschool.com) by no later than 5:00 pm Friday, March 8, 2024. **Questions after this deadline may not be answered.**
10. **CALIFORNIA PUBLIC RECORDS ACT:** All documents received by the School, as a public agency, in connection with this Bid are subject to the requirements of the California Public Records Act. Bidder shall identify any information contained in the Bid that the Bidder deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others. Note: A blanket statement that all contents of the Bid response are confidential or proprietary cannot be honored by the School.
11. **BID SECURITY:** Each Bid must include a cashier's check or Bid Bond in an amount not less than Ten Thousand and 00/100 Dollars (\$10,000.00). By submitting a Bid, Bidder agrees that this amount of bid security is reasonable.  
  
The cashier's check, or the Bid Bond, shall be given as a guarantee that the Bidder shall execute the contract if it is awarded to Bidder in conformity with the contract documents and shall be provided with the Bid. In the event that an award is made to Bidder and such Bidder fails or refuses to execute the contract, said security shall be forfeited to the School as liquidated damages.
12. **FINGERPRINT CERTIFICATION:** The Contract requires the Contractor to comply with the provisions of Education Code Section 45125.1 including certifying, in writing, to the School that no contractor employees or employees of subcontractors who may come in contact with School pupils in the performance of the contract has been convicted of a violent or serious felony as defined in California Penal Code Sections 677.5 (c) and 1192.7 (c) respectively.
13. **CONTRACTOR QUALIFICATIONS:** Each Bidder shall possess, at all times, a valid California School Bus Contractor's License issued by the California Highway Patrol in compliance with

California Vehicle Code Section 2571. The successful Contractor shall maintain the required license throughout the duration of the contract. Each Contractor shall provide proof of licensure at the time of Bid submission.

14. PERFORMANCE BOND: Upon receipt of the Notice of Intent to Award a Contract, the successful Bidder shall be required to furnish, within ten (10) calendar days, a Performance Bond in an amount equivalent to one hundred percent (100%) of the estimated annual Contract value, which is One Million and 00/100 Dollars (\$1,000,000.00), issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to School.
15. INSURANCE: Before the commencement of service, the Bidder shall, at its expense, procure and maintain for the duration of the Contract insurance in full compliance with the Contract requirements in at least the minimum levels of coverage required thereunder.
16. WORKERS' COMPENSATION: In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall secure the payment of worker's compensation to its employees. The form of such certificate is included as part of the Contract.
17. FAILURE TO PROVIDE EVIDENCE OF INSURANCE, POST SECURITY, OR EXECUTE CONTRACT: In the event the Bidder to whom the Notice of Intent to Award a Contract is given, fails or refuses to provide the certificates of insurance, required bonds, or return properly executed copies of the contract within ten (10) calendar days from the date of receiving said notice, the School may declare the Bidder's Bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the contract, and may award the Bid to the next lowest responsive and responsible Bidder, or may call for new Bids.
18. COVENANT AGAINST CONTINGENT FEES: The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be awarded as a result of this Bid solicitation upon agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For breach or violation of this warranty, the School shall have the right to terminate the contract that may be entered into with the Bidder and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or commission fee.
19. LOCATION OF BUS OPERATIONS SITE: The Contractor shall be allowed to park seven buses on the site of Manzanita Public Charter School. The service is anticipated to be six coach-type bus routes with one spare bus on site.
20. EXAMINATION OF CONTRACT DOCUMENTS: Bidders shall thoroughly examine and be familiar with the Bid documents and specifications. The failure or omission of any Bidder to receive or examine any Bid document, form, instrument, addendum, or other documents, shall in no way relieve any Bidder from any obligation with respect to his Bid or to the contract. The submission of the Bid shall be taken as prima facie evidence of compliance with this section. All addenda issued during the time of Bidding shall be incorporated into the Bid automatically.
21. FINANCIAL STATEMENT: The School requires an audited financial statement of Contractor's firm and any parent company from a Certified Public Accountant (CPA) for the last two (2) years of operation. Financial statements should only be included in the binder marked "Original", placed in a sealed envelope and marked "Confidential".

22. **AWARD OF BID/CONTRACT:** The School will consider price, as well as the Bidder's demonstrated ability to meet the unique needs of the school and its students in selecting the winning Bidder. While price is a factor, the School is under no obligation to accept the lowest Bid rendered. At its sole discretion, the School will award the Bid to the lowest responsive and responsible Bidder who best satisfied the terms, Bid specifications, and conditions contained in this Request for Bids and the student transportation requirements of the School.

The School reserves the right to reject any or all Bids, or to waive any irregularities or informalities in any Bids or the Bidding process, to accept or reject any items or combination of items. Bids shall remain open, valid and subject to acceptance for sixty (60) days after the Bid opening date unless otherwise stipulated.

**THE SCHOOL RESERVES THE RIGHT TO VERIFY ALL CALCULATIONS SUBMITTED. IF THERE IS ANY DISCREPANCY BETWEEN THE COST LISTED AND SCHOOL'S CALCULATIONS, SCHOOL'S CALCULATIONS SHALL TAKE PRECEDENCE.**

23. **WITHDRAWAL OF BID:** Any Bidder may withdraw its Bid personally or by written request to the individual who is tasked with receiving the bids at any time prior to the scheduled closing time for receipt of Bids. Any Bid security for a withdrawn Bid shall be returned at the time of withdrawal. The Bidder may thereafter submit a new Bid before the Bid submission date. Bids may not be withdrawn after the Bid submission date.
24. **BID PROTESTS:** Any bid protest by any Bidder regarding any other bid must be submitted in writing to the Agency, before 5:00 p.m. of the THIRD (3rd) business day following bid opening.
- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
  - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
  - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
  - d. The protest must include the name, address and telephone number of the person representing the protesting party.
  - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  - f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.



25. **ANTI-DISCRIMINATION**: It is the policy of the School that in connection with all work performed under contract, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The Bidder who is awarded a contract as a result of this Bid solicitation agrees to comply with applicable 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. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by Contractor.
26. **NON-COLLUSION DECLARATION**: Bidders on all service contracts are required to submit a Non-collusion Declaration with their Bid. This form is included as part of the Bid documents and must be signed under the penalty of perjury and dated.
27. **SMALL, MINORITY AND/OR FIRMS OWNED, OPERATED AND CONTROLLED BY PERSONS WITH DISABILITIES OR DISABLED VETERANS**: It is the School's desire that small business and firms which are at least fifty-one percent (51%) owned, operated and controlled by women, minorities, persons with disabilities, disabled veterans or firms with effective affirmative action programs shall have the maximum practicable opportunity to participate in the contract awarded to perform the services to be done.
28. **ANTI-KICKBACK ACT**: In the performance of the contract, the Bidder and all subcontractors shall adhere to and comply with all provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) and as supplemented in the Department of Labor regulations (29 CFR Part 3).
29. **WORK HOURS AND SAFETY STANDARDS ACT**: In the performance of any work order/job under the contract, Bidder shall adhere to and comply with all the provisions of Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented in the Department of Labor regulations (29 CFR Part 5).
30. **BIDDERS INTERESTED IN MORE THAN ONE BID**: No person, firm, or corporation shall be allowed to submit more than one response to this Request for Bids.
31. **EVIDENCE OF RESPONSIBILITY**: The Bidder shall provide required references. (See Bid Responses and Format, section E.)
32. **COVID-19 IMPACTS**:
- a. Bidder acknowledges that federal, State, and local requirements relating to COVID-19, or other epidemic or pandemic, may impact its services, including, without limitation, any requirements for physical distancing on school buses and vehicle cleaning. Contractor shall, at its cost, timely comply with all applicable federal, State, and local health and safety requirements.
  - b. Bidder acknowledges that routes and schedules may be impacted by COVID-19, or other epidemic or pandemic. Bidder should review Section 7 of the Form of Required Contract regarding compensation in the event of cancelled school days.
33. **BID DOCUMENTS**: The following documents complete the Bid package:
- Notice Calling For Bids
  - Instructions for Bidders
  - Bid Responses and Format

- Evaluation Criteria
- Scope of Work and Specifications
- Bid Cover Sheet\*
- Bid Response and all Tabs/Attachments\*
- Bid Form\*
- Bid Questionnaire\*
- Non-Collusion Bid Declaration\*
- Bid Bond/Security\*
- Form of Required Contract Agreement and Exhibits
- All Addenda as Issued

\* Must be returned with Bid package

Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The Bidder should fully acquaint him/herself with the terms and conditions affecting the performance of the contract. Submission of a Bid shall be taken as prima facie evidence of compliance with this provision.

**MANZANITA PUBLIC CHARTERSCHOOL  
BID # 2024-100**

**BID RESPONSES AND FORMAT**

Bid Responses submitted by Contractor must contain the following sections:

- A. Bid Cover Sheet AND Response Page (Appendix 1)
- B. Table of Contents
- C. Corporate/Company/Agency Profile
- D. Credentials/Resumes/Certifications/Licenses
- E. References
- F. Evidence of Insurability/Business Licenses
- G. Clarification, Exceptions or Deviations
- H. Financial Statements
- I. Bid Questionnaire – Description of Services (Appendix 3). Please Note: All policies, procedures, forms and/or sample documents that the Bidder is providing to substantiate responses must be included in this section.
- J. Bid Forms (Appendices 2-A through 2-C)
- K. Appendices

**Section Details:**

- A. **Bid Cover Sheet AND Response Page**  
The Bid Cover Sheet shall be affixed on the outside of the envelope when submitting the Bid. The Bid Response Page shall be included in the bid and must be signed by an authorized representative. Signature by an authorized representative of the organization on the Bid Response cover page shall constitute a warranty, the falsity of which shall entitle the School to pursue any remedy authorized by law, which shall include the right, at the option of the School, of declaring any contract made as a result thereof, to be void.
- B. **Table of Contents**  
This section shall include a comprehensive table of contents that identifies material by sections A-K (in the order listed above) and by sequential page numbers.
- C. **Corporate/Company/Agency Profile**  
This section of the Bid Response is designed to establish the Bidder as an entity with the ability and experience to operate the program as specified herein. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:
  - 1. Business name and legal business status (i.e. partnership, corporation, etc.)

2. Proof of non-profit status, if applicable
3. Company overview of services or activities performed, including:
  - a. A brief history of the Bidder.
  - b. The number of years in business under the present business name, as well as prior business names.
  - c. Number of years' experience providing the proposed, equivalent or related services.
  - d. Company hierarchy (President, Vice President, Company Officers, etc.) and organizational chart.
  - e. Company size - number of staff, proposed number of staff to provide services, and participant base.
4. Whether the Bidder holds controlling interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated. Governmental agencies are exempt from this requirement.
5. Financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.
6. Names of persons with whom the prospective contractor has been associated in business as partners or Contractors in the last five years. Governmental agencies are exempt from this requirement.

**D. Credentials/Resumes/Certifications/Licenses**

In this section, provide resumes and credentials of staff providing the service. Identify the project manager and include his/her position, responsibilities, qualification/experience, and a copy of his/her certification or licenses held (if applicable).

Bidder shall specifically provide:

1. Description of education
2. General experience
3. Experience or education related to the Bid project
4. Letters of reference (if available)
5. Copies of applicable current professional licenses, permits, and certificates
6. Any other information, which will assist in evaluating qualifications

**E. References**

1. All Bidder(s) must include present and past performance information in the form of a minimum of three (3) references, one of which MUST be a California public school district or a joint powers agency comprised of California public school districts. References may not

include Manzanita Public Charter School, board members or employees, or elected officials or employees of any of the School. Each reference provided shall include, at a minimum, dates of work performed, current contact person, company, address, e-mail address and telephone number.

2. Describe a minimum of three (3) recent, similar projects, one of which MUST be a California public school. These projects must show the qualifications of the Bidder's capabilities to complete the School's project. Provide a summary of the scope of services, including project cost, performed for these other projects.
3. Provide a list detailing contracts completed during the last five (5) years, showing year, type of services, dollar amounts of services provided, location, contracting agency, contact name, and phone number.
4. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this Request for Bids.

**F. Evidence of Insurability/Business Licenses**

All Bidder(s) shall submit evidence of all required insurance. A properly prepared cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the School as additionally insured. The Bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of current business license or other applicable licenses.

**G. Clarification, Exceptions or Deviations**

All Bidder(s) shall describe any exception or deviation from the requirements of this Request for Bids. Each clarification, exception or deviation must be clearly identified. If the Bidder has no clarification, exception or deviation, a statement to that effect shall be included in this section. An entry stating the clarification, exceptions or deviations, OR a statement that there is no clarification, exception or deviation must be submitted. **IF THERE IS NO ENTRY OF EITHER, THE BID RESPONSE MAY BE CONSIDERED NON-RESPONSIVE.**

**H. Financial Statements**

The Bidder must submit an audited financial statement of Proposer's firm and any parent company from a Certified Public Accountant for the last two (2) years of operation. Please place in a separate envelope and mark "Confidential" if the Bidder requires this to be kept confidential.

**I. Bid Questionnaire – Description of Services**

All Bid Responses must include a detailed description of each proposed service to be provided on the Bid Questionnaire (Appendix 3), for use in providing clear description of services. Please Note: All policies, procedures, forms and/or sample documents that the Bidder is providing to substantiate responses must be included in this section.

Bidders that do not respond to ALL questions in Appendix 3 may be found to be "non-responsive" and disqualified from the Bid process.

**J. Bid Form**

In this section, please complete and include the required Bid Forms (Appendices 2-A through

2-D). Bidders may also include any other documents as information to further explain the proposed costs. Bid Responses must fully describe all costs to be charged to School as part of this Project. As stated in the Bid Response Forms, Bidders must provide fully inclusive blended rates inclusive of all of the Bidder's Project-related or supported expenses, including travel, any markup, profit and overhead expenses.

**K. Appendices**

In this section, include information considered by Bidder to be pertinent to this Request for Bids, and which has not been specifically solicited in any of the aforementioned sections. Please note that this does not constitute an invitation to submit large amounts of extraneous materials, appendices should be relevant and brief.

**MANZANITA PUBLIC CHARTER SCHOOL  
BID # 2024-100**

**EVALUATION CRITERIA**

The School will consider price, as well as the Bidder’s demonstrated ability to meet the unique needs of the School, and its students, in selecting the winning Bidder. While price is a factor, the School is under no obligation to accept the lowest Bid rendered. At its sole discretion, the School will award the Bid to the lowest responsive and responsible Bidder who best satisfied the terms, Bid specifications, and conditions contained in this Request for Bids and the student transportation requirements of the School. The School reserves the right to split or make the award that is most advantageous to the School. Bid Responses will be evaluated based on the criteria listed below, including but not limited to:

1. Responses to all points in the Bid Questionnaire (Appendix 3)
2. Bidder’s experience and ability
3. Overall cost to the School
4. References with demonstrated success with similar work to the Scope of Service
5. Credential/Resumes/Licenses/Certifications
6. Financials

All Bid Responses will be given thorough review. All contacts during the review selection phase will be only through SUZANNE NICASTRO, CBO at [Suzanne.Nicastro@manzanitacharterschool.com](mailto:Suzanne.Nicastro@manzanitacharterschool.com). Attempts by the Contractor to contact any other school representative may result in disqualification of the Contractor. All evaluation material will be considered confidential and not released by the School.

If a Bid Response is accepted, the School will enter into a contractual agreement with the selected Contractor. A Form of Required Contract to be used for these Services is attached as Appendix 6. If an agreement cannot be reached, negotiations with the second ranking Bidder shall commence.

All Bidder(s) shall describe any exception or deviation from the requirements of the Request for Bids. Each clarification, exception or deviation must be clearly identified. If the Bidder has no clarification, exception or deviation, a statement to that effect shall be included in Tab “G” of Bidder’s Bid Response.

## SCOPE OF WORK AND SPECIFICATIONS

### 1. DEFINITIONS

- 1.0. **Board, Board of Education or School's Governing Board** refers to the Governance Board of Directors of the Manzanita Public Charter School.
- 1.1. **Buses or Vehicles**, as used in the Bidder's Specifications, refers to 82-passenger, coach-type school buses except where a specific reference to a particular type of vehicle is made.
- 1.2. **Bid or Bidder's Specifications** refers to the following Specifications, including all exhibits, drawings, attachments and other materials therein and any addenda thereto, which are incorporated by reference into the Bid Form.
- 1.3. **Contractor** refers to the individual, firm, partnership, corporation or combination thereof, which is the successful Bidder for this Project and which, as an independent contractor, enters into a contract with the School. The Contractor shall be referred to throughout this document by singular number and masculine gender.
- 1.4. **Contract or Agreement** refers to the agreement for scope of services, terms and conditions, pricing and other specifics that is executed between the successful Contractor and the School.
- 1.5. **Day**, unless otherwise indicated, refers to a calendar day.
- 1.6. **School** refers to Manzanita Public Charter School, which shall be **referred** to throughout the Bid Specifications as if singular in number. The term School shall mean Manzanita Public Charter School or the School's authorized representative.
- 1.7. **Fuel** refers to all fuels and diesel used in Buses or Vehicles that provide approved transportation service to School students.
- 1.8. **Project or Services** refers the total and satisfactory performance of the School's Student Transportation Services and all related services performed in accordance with the Contract.
- 1.9. **School Day** refers to a day on which school instruction is planned according to the School.
- 1.10. **Director** refers to the Superintendent of Manzanita Public Charter School or their designee.

### 2. BACKGROUND

Manzanita Public Charter School is a charter elementary school, chartered under the authority of the laws of California and the Lompoc Unified School District. The School has approximately 460 general education students who are transported to and from school school-type buses on 12 bus routes that will be developed and maintained by Manzanita Public Charter School site leadership.

All of the School's students who register with the School shall be eligible riders of the bus service.

Based on past experience, the School estimates, approximately 12 general education routes (6 total busses), 3 routes (one bus) for the ELOP after school program, plus approximately 30-50 activity trips per year on an as-needed basis.

### 3. STATEMENT OF PURPOSE



The School is soliciting offers from qualified Bidders for all preparation work, materials, equipment, and labor required for provision of Student Transportation Services. The Bidder shall be prepared to provide the services specified in this Bid document and as may be authorized by the School's authorized representatives.

The essence of any student transportation service is that the students be transported to and from school regularly, promptly, safely and without interruption or incident. When this responsibility is contractually assigned to a Contractor, the primary obligation of the Contractor is to conduct its affairs, specifically the day-to-day management of the transportation contract, so that the School will be assured of continuous, safe and reliable service. Upon the award of a Bid to provide transportation service to and from the School, including extracurricular activities and field trips, the Contractor accepts full responsibility for meeting these criteria according to the highest industry standards. Under the proposed Contract, the Contractor shall be fully responsible for all aspects of providing the Student Transportation Services subject to the terms and conditions stated herein.

#### **4. SCOPE**

##### **4.0. Scope of Services**

- 4.0.1.** The Request for Bids encompasses the transportation of students, personnel and others as authorized by the School by means of Vehicles, at such times and to such places as directed by the School.
- 4.0.2.** Services provided by the Contractor shall include the provision of all transportation equipment, support and office equipment, bus radios, bus cameras, driving and office personnel (including bus drivers, monitors, dispatchers, mechanics, etc.), Vehicle replacement parts, lubricants, fuel storage, insurances, staff vehicles and other such materials as required by law and per the Specifications. All services shall be performed to the satisfaction of the School.

##### **4.1. Scope of Terms**

These Request for Bids Specifications together with the Form of Required Contract contain all of the terms, covenants, conditions, and agreements between the School and prospective Bidders. No prior agreement or understanding, oral or written, pertaining to the same shall be valid. The terms, covenants, conditions, and provisions of this Bid may not be altered, changed, modified, extended or expanded without a written addendum issued by the School. A Bid Response shall indicate that the Bidder has read, understood, accepted and will comply with all of the terms and conditions of the Request for Bids Specifications.

#### **5. GENERAL PROVISIONS**

##### **5.0. Compliance with Law**

In furnishing services, the Bidder agrees to comply with and observe all the applicable provisions of the California Education Code, the California Vehicle Code, the California Administrative Code, the Federal Omnibus Transportation Employee Testing Act, the Department of Transportation Federal Highway Administration Regulations (49 CFR Parts 40 & 382), the Federal Motor Carrier - Safety Regulations-Motor coach/Bus version, and all other applicable laws, rules and regulations as prescribed by the federal government, the State of California, the California Department of Education, the State Air Resources Board, San Diego

County Air Pollution Control District, California Highway Patrol (“CHP”), any other federal, state or local agency with jurisdiction over the services relating to the transportation of students.

## **5.1. Term of Contract**

**5.1.1.** The effective period of any Agreement resulting from this Request for Bids is anticipated to be July 1, 2024 through June 30, 2026 with a five (5) year renewal option to June 30, 2031, upon satisfactory performance.

**5.1.2.** Start Date - In an effort to streamline the transition to a new provider, Contractor shall be prepared and ready to provide transportation of students by August 12, 2024, the first day of the school term for the 2024-25 school year.

## **5.2. School Year and Summer School**

The School generally operates its transportation program on a traditional school year calendar and does not offer pupil transportation for any intersession or summer school program with the exception of 1 bus for the School’s ELOP program which includes 20 extra days of bus service beyond the 180 day school calendar.

## **5.3. Permits and Licenses**

The Contractor shall secure and maintain in force and effect all valid permits, licenses and other regulatory approvals that are required by law or regulation to provide services to the School. All costs for permits and licenses are the sole responsibility of the Contractor.

## **5.4. Insurance**

Before the commencement of service, the Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance in full compliance with the Contract requirements in at least the minimum levels of coverage required thereunder. The Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract.

## **5.5. Performance Bond**

Contractor shall provide a performance bond, in a form acceptable to JPA, in an amount equivalent to one hundred percent (100%) of the estimated annual Contract value, which is One Million and 00/100 Dollars (\$1,000,000.00), issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to School.

## **5.6. Contract Waivers and Deviations**

Any requests for waivers or deviations from the provisions of the Form of Required Contract between the Contractor and the School shall be submitted in writing by the Contractor. Approval shall be at the sole discretion of the School and must be in writing to be effective.

## **6. EQUIPMENT SPECIFICATIONS AND REQUIREMENTS**

### **6.0. Approval**

All School Buses or Vehicles supplied by the Contractor shall be subject to the continuous approval of the School. Vehicles that are unacceptable by reason of defect shall be either fully repaired to the School's satisfaction or replaced by the Contractor at no additional cost to the School.

### **6.1. Vehicle Availability**

All Vehicles supplied by the Contractor shall be available for the exclusive purpose of providing transportation for the School's students or other persons approved by the School on each school day and as required during school periods. The Contractor shall only transport passengers who are registered with the School and approved by the School to receive services.

### **6.2. Spare Buses**

The Contractor shall maintain an adequate number of spare buses that meet current Contract standards to provide continuous service to all School programs, in the event of mechanical breakdown. Spare buses shall at a minimum equal to one spare coach-type bus similar to the buses utilized in the service.

### **6.3. Compliance with State and Federal Standards**

**6.3.1.** All school buses provided by the Contractor shall meet or exceed all current, applicable federal, state and local laws, rules and regulations relating to safety, maintenance and emission standards, including but not limited to, the Federal Motor Vehicle Safety Standards, the California Administrative Code (Title 13), the California Education Code, and the regulations of the Department of the California Highway Patrol, San Diego County Air Pollution Control District and California Air Resources Board. Current emission standards, unless otherwise mandated by law, shall be followed for the term of the Contract. All school buses used in the Contract shall have State-approved electronic child check devices properly installed. Contractor shall document that all child checks were appropriately performed. Furthermore, if during the period of this Contract, any installation or modification of equipment is required due to a change in the law or applicable rules or regulations, such modification or installation shall be made immediately by the Contractor upon notification from the School or governing entity, at no additional cost to the School. If the modification is requested by the School but not otherwise required by law, a pro rata share of the cost of such modification or installation based upon the number of months remaining on the Contract and the useful life of the bus shall be borne by the School. The formula for the pro rata share will be the amount of months left in the Term the Contract divided by the standard bus lifetime in months. For the purposes of this calculation, the following standard bus lifetimes apply:

- a. Coach-Type Buses - 180 months or 15 years

### **6.3.2. School Bus Inspection**

Regardless of compliance with the above Specifications, no school bus shall be placed in service until the Vehicle has been inspected, approved and certified at least every thirteen (13) months pursuant to the Motor Carrier Division of the Department of the California Highway Patrol and any other applicable federal, state and local laws, rules or regulations, and will be inspected every 45 days during the Term by a qualified inspector. The School may inspect buses at any time. Inspection may be conducted at any center during a regular run. Dates and times of such inspections will not be posted in advance. The Contractor shall, prior to the start of each school year, furnish the School with the current California Highway Patrol Motor Carrier Section terminal rating and will further advise the School immediately of any changes in rating which may occur during the school year.

### **6.4. Size Requirements**

#### **6.4.1. Coach-Type or Transit Buses**

Transit buses shall be Type D and have a minimum capacity of eighty-two (82) students when seated three to a seat.

#### **Age Requirements**

The Contractor shall ensure that all buses supplied shall not be older than the specified age requirements throughout the life of this Contract. The following age requirements are measured from manufacture date and apply to buses used in the performance of this Contract:

**6.4.2.** Transit Buses – Fifteen (15) years old or newer.

### **6.5. School Bus Roof and Roof Hatches**

All school Vehicles shall have a white roof. School buses (Type D) shall be equipped with two (2) roof hatches.

### **6.6. Seatbelts**

The Contractor shall comply with all California requirements regarding the installation and use of seatbelts by students on school buses. It shall be the Drivers' responsibility to ensure that such seat belts are properly adjusted and fastened as soon as the pupil occupies their seat and for the duration of the trip.

### **6.7. Air Conditioning**

Air conditioning is not a requirement element of these buses, but air-conditioned buses, if provided, will be accepted.

### **6.8. Two-way Radios**

The Contractor shall provide each bus and spare bus with a two-way radio to maintain continuous contact with the dispatch office staff. Radios shall have an individual discrete frequency, discrete private channel, discrete private carrier, or coded squelch such that only

operations in support of the School may be monitored. It shall be understood that the Contractor gives assigned School employees permission to use said frequency to communicate with the Contractor supplied vehicles when necessary, and that the Contractor shall supply the School with the radio monitoring equipment. The School shall reimburse the Contractor the expense of supplying radio equipment to communicate with Contractor's drivers. The equipment shall become the property of the School. Citizen Band (CB) radios or VHF radios, or mobile cellular devices shall not be used to meet this requirement. Additionally, UHF radios must have a minimum power output of twenty-five (25) watts with 800Mhz or fifteen (15) watts with 900Mhz. The Contractor shall also provide at its own expense whatever repeaters, signal boosters, or relay devices are needed in order to provide continuous radio coverage within the entire School's attendance area. Under no circumstances shall the Contractor use a shared frequency with a public or outside entity.

#### **6.9. Location of Equipment (Terminal)**

The Contractor shall use parking space provided at Manzanita Public Charter School for its buses. The School shall inform the Contractor where it shall park its buses.

#### **6.10. Maintenance of Equipment**

The Contractor shall provide, equip, and staff the maintenance facility located at its closest bus terminal for the School to provide regular preventative maintenance and other maintenance as may be required to ensure that all buses continually meet the highest standards of safety, performance and air quality emissions. Each Bidder shall submit a copy of their vehicle maintenance plan with their Bid documents. The location of the vehicle maintenance facility shall be included in the bidder's response and shall be a reasonable distance from the School to ensure timely response to accidents or bus breakdowns.

##### **6.10.1. Pre-Trip Inspections**

The Contractor shall make certain that pre-trip inspections, as required by California law, are performed on vehicles assigned to this Contract. Vehicle defect logs and subsequent repairs logs are to be kept on file at the maintenance facility. The Contractor shall make said logs available to School staff upon request. Such reports shall be maintained for a minimum period of one year.

#### **6.11. Appearance**

All school buses shall be cleaned inside and out in a systematic manner. It shall be the Contractor's responsibility to develop and maintain a program to accomplish this task. The School reserves the right to inspect buses for cleanliness at any time. Buses that are found to be out of compliance shall be removed from service until clean and re-inspected by the Contractor. During times of a pandemic, all buses must be thoroughly sanitized and disinfected at a minimum before each morning and afternoon route, when required by State or County Health directive.

##### **6.11.1. Broken Windows**

Broken window glass shall be repaired or replaced by the Contractor in a timely manner. Vehicles with damaged glass shall be placed out of service until the defect is corrected.

## **6.12. Route Numbers**

All buses on regularly assigned routes shall have displayed to the left of the entrance door in a visible location, on a placard at least six inches by six inches (6" x 6"), their School assigned route numbers in at least four inch (4") high white numerals on a black background. The route number placard shall fit in a bracket so that route numbers may be changed or so that spare buses may display assigned route numbers.

## **6.13. First Aid Kits**

Each bus shall be equipped with an approved first aid kit and a blood borne pathogen kit. Kits are to be inspected and supplies replenished on a systematic basis by the Contractor.

## **6.14. Equipment Required by Law, Rule or Regulation**

Contractor shall supply and ensure that all of the buses have all such equipment, not otherwise specifically mentioned in these Specifications, which is required by federal, state or local laws, rules or regulations, including equipment required by the regulations adopted by the California State Highway Patrol.

## **6.15. Storage Space on Buses**

Storage space for athletic equipment, instruments and other materials is needed on these coach-type transit buses assigned to field trips. To accomplish this task, the School requires that the transit buses be equipped with underside storage compartments below the floor of the bus. The number of storage compartments shall be the maximum allowed by the manufacturer of the bus.

## **6.16. Fleet Surveillance System (Camera, Tracking and GPS)**

**6.16.1. Video Cameras** - The School requires bidders to bid the work with video cameras installed on buses. At a minimum, two camera positions with the ability to record the stepwell, passenger areas and actions of the driver. The system should be digital with the ability to maintain at least three (3) weeks of storage. The system shall be capable of sending clips of videos to the JPA via email as requested. Contractor shall maintain spare hard drives as back up. For coach-type transits, the School's expectation is that coverage will be two (2) cameras generally located one (1) Dome camera in the front facing the rear enough to cover the distance of the transit buses; and (1) camera in the upper left side covering the driver compartment, door well and student loading door.

**6.16.2. Global Positioning System ("GPS")** – All buses assigned as part of the Contract, including spares, shall be equipped with a GPS device that includes capability to refresh every 30 seconds or when requested by the user. The system shall be able to display the path of the bus, and record the time of the event(s), direction of travel, speed and mileage. Contractor shall be responsible for all hardware during the Contract period. The Contractor shall provide the above requirements at no additional cost to the

School and allow the School access to the information generated by the system, upon their request.

- 6.16.3.** The Contractor shall propose an adequate maintenance program for the fleet surveillance system that includes regular preventative maintenance and other maintenance (including replacement) as may be required to ensure that the surveillance system is available on all buses on a continuous basis with minimal downtime.

## **7. PERSONNEL REQUIREMENTS**

The Contractor shall provide a complete management and supervisory team to effectively oversee and manage all aspects of the pupil transportation program. This group should include a supervisor or lead driver who also acts as the Dispatcher. This individual shall be on duty during all times of operation for all School routes excluding Field Trips hours. Contractor shall provide contact information for any after-hours incidents. Resumes, duties, shift times and areas of control are to be included in this profile. The School reserves the right to interview and approve all management staff assigned to this service. The bidder shall detail their plan to oversee this contract, whether the individual will be on site or at a remote location and their plan relative to response to emergency situations and routine vehicle maintenance.

### **7.0. Drivers and Monitors/Attendants**

- 7.0.1.** All Drivers shall be employees of Contractor, and Contractor shall employ all other staff as required by this Bid. It shall be the responsibility of the Contractor to design and implement an employee hiring program. The goal of this program shall be to attract qualified candidates, train each candidate to meet state licensing requirements and to maintain a sufficient number of employees so as to avoid personnel shortages that adversely impact the delivery of transportation services.
- 7.0.2.** Each bus driver shall be at least twenty-one (21) years of age and possess a valid California Special Certificate valid for operating a School Bus and a Commercial Driver's License with endorsements that meet the duties to which they are assigned.
- 7.0.3.** The Pre-trip Inspection and cleaning times for each route shall not be charged to the School. The School will establish actual route length times, not including pre-trip and post-trip duties. Route times will begin and end at the School. Subsequent requests to make changes to routes shall be submitted to the School site leadership for consideration. The School will not be billed for any of the previously mentioned training requirements.
- 7.0.4.** The Contractor shall be solely responsible for determining the wage requirements applicable to all employees hired by Contractor pursuant to this Bid. Contractor's Bid shall include all costs necessary to comply with any applicable wage requirements and Contractor shall indemnify and hold the School harmless from any claim, demand, damages, or suit relating to Contractor's wage obligations.
- 7.0.5.** The Contractor shall comply, at its own expense, with all Federal, State and/or local fingerprinting and employee background check laws in accordance with Education Code section 45125.1, drug/alcohol testing including random drug/alcohol testing and to provide proof of compliance and/or clearance to the School. Contractor shall provide a written statement, in the form and with the content similar to Appendix 6, that Contractor has completed a criminal background check and that none of its

employees that may come in contact with School's students have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

- 7.0.6.** The Contractor shall assume responsibility for training and certifying drivers for mountain driving. The School's Transportation staff and the Contractor shall agree on an appropriate number of field trip drivers for certification under the mountain driving training program.

## **7.1. Employee Performance and Replacement**

All personnel assigned to perform under the Contract shall be subject to continuous approval by the School. If the School disapproves of any Contractor personnel, for any reason and in School's sole discretion, then Contractor shall replace such personnel immediately. Contractor's failure to timely replace any of its personnel shall be a material default under the Contract entitling School to liquidated damages for each day of default. Notwithstanding the generality of the foregoing, in the event of any material egregious issue concerning any of Contractor's personnel, the school shall have the right, but not the obligation, to demand that Contractor promptly resolve the situation to School's satisfaction. For purposes of this paragraph, a "material egregious issue" shall mean: (a) an act or omission by any Contractor personnel that constitutes gross negligence, willful misconduct, or a violation of applicable law or School policy; (b) an act or omission, or alleged act or omission, by Contractor personnel that endangers or is likely to endanger the safety, health, or well-being of any of the school's students; (c) any repeated default by Contractor personnel, such as repeated late arrivals.

## **7.2. Standby/Cover Drivers**

- 7.2.1.** The Contractor shall provide sufficient standby/cover drivers to meet day-to-day vacancies due to illness, vacation, personal days and unplanned absences. All standby/cover drivers shall be thoroughly familiar with the routes of the School and competent to meet the assigned schedule on any assigned route. This can be accomplished by the supervisor or lead driver assigned to this contract.

## **7.3. Training**

- 7.3.1.** The Contractor shall be responsible for all aspects of pre-service and in-service training of school bus drivers used in the scope of the Contract. The Contractor shall ensure that newly licensed drivers receive, at a minimum, the bus driver training hours prescribed by the stipulations, current acts and amendments as set forth in 13 CCR § 1204 and approved by the State Department of Education in compliance with California Vehicle Code sections § 12517 and §12519, or as otherwise set forth in law. Bidders are to submit an outline of their pre-service and in-service training program with their Bid response. Specific elements of the required training to be provided by the Contractor are described in subsections 7.4.1.a through 7.4.1.f below.
- a. The Contractor agrees to train each driver and dispatcher on the importance and proper use of two-way radios.
  - b. After being hired and prior to placement on the School's routes, drivers, dispatchers and managers shall receive a one-hour block of classroom instruction



and orientation from the Contractor on the organization, policies and procedures of the School.

- c. After being hired and prior to placement on School routes, drivers, dispatchers and managers shall receive a one-hour block of classroom instruction from the Contractor on student discipline procedures, methods, and techniques. At the request of the Contractor, the School shall provide a course outline for this training.
- d. The Contractor shall require drivers, dispatchers and managers assigned to School Services to undergo annual in-service training.
- e. From time-to-time, the School may specify that individual drivers, for certain reasons, may require additional training prior to resuming School Service. The Contractor shall assume responsibility for fulfilling this additional training requirement.

**7.3.2.** Bidders are to submit an outline of their in-service training program with their Bid response. The cost of all said trainings shall be borne by the Contractor.

#### **7.4. Uniforms and Identification Badges**

The Contractor shall furnish uniforms for drivers. All drivers shall be provided proper uniforms within fifteen (15) working days of the date assigned to drive for the School. Contractor shall provide each employee with a picture identification badge that shall be worn on the outside of their uniform. The badge shall show the company name of the Contractor as well as the name of the driver.

#### **7.5. Controlled Substances Use and Testing**

In accordance with the Federal Omnibus Transportation Employee Testing Act, the Department of Transportation, Federal Highway Administration Regulations (49 C.F.R., Parts 40 and 382 et al.), and California Vehicle Code Section 304520, the Contractor shall establish and maintain a formal controlled substances and alcohol use testing program. Bidders are to submit an outline of their substance testing program with their Bid response.

#### **7.6. Drug-Free Workplace Certification**

Pursuant to Government Code Section 8350 et seq., the Contractor shall certify to the School, in writing and under penalty of perjury that the Contractor shall comply with the requirements of the Drug-Free Workplace Act. The Contractor shall use the form Contractor's Certificate Regarding Drug-Free Workplace attached as Appendix 6 to make its certification to the School.

#### **7.7. Use of Cell Phones**

Drivers are not to use cell phones on school vehicles while the vehicle is in motion or at such times when the use of such devices would interfere with work duties or the needs of the students.

#### **7.8. Use of Tobacco Products**

The use of tobacco and/or tobacco-like products of any kind is forbidden on school buses or on property owned or leased by the School, whether passengers are on the bus or not. The restriction applies to students, drivers, Contractor management staff and maintenance staff.

#### **7.9. Tuberculosis (TB) Testing**

Contractor employees (staff, drivers, mechanics, etc.), who are expected to come into contact with School's students shall be free of active tuberculosis. This requirement shall be consistent with the requirements for school employees as defined in California Education Code Section 49406. The Contractor shall provide the School with written documentation demonstrating compliance with this requirement every four (4) years, and whenever any new employee is hired.

### **8. REPORTS AND FORMS**

The Contractor agrees to provide the School with reports when requested. These reports shall include, but are not limited to, the following:

#### **8.0. Pupil Transportation Bus Incident/Accident Reports**

This report describes all incidents, accidents or injuries occurring on the School's routes or trips, including route segments to and from the terminal, whether or not students are on the bus. Written follow-up reports stating corrective action taken shall be submitted within twenty-four (24) hours after the occurrence. Police reports, where applicable, are to accompany each accident report.

#### **8.1. Monthly Student Load Count**

This report lists the number of students at each bus stop who rode the bus on every day. Results shall be tabulated and detailed in an electronic written form acceptable to the School. Forms are to be returned to the School within five (5) days of the end of each month.

#### **8.2. Driver - Route List**

A list that identifies regular education drivers, by route is to be submitted in electronic form prior to school start and updated monthly by the Contractor. The list shall also include names of drivers who are assigned as field trip drivers as well as names of drivers assigned as spares or stand-by drivers.

#### **8.3. Incident/Complaint Form**

The School shall create and provide an electronic form meant to inform the Contractor in writing of an incident or complaint about the services provided or about a specific driver by the School, or the public. The Contractor shall investigate these reports and provide a written reply within five (5) days. If the investigation determines that corrective action is warranted, all written replies shall state the corrective action taken to prevent a recurrence of the condition that caused the incident or complaint.

#### **8.4. Driver/Incident Complaint Form**

Contractor shall create and provide a form meant to inform the School in writing of an incident or complaint on a bus, about students or parents, to report difficulties at a school site or with a parent, or to record any unusual incident involving a student. The School's staff shall investigate these reports and provide a written reply within ten (10) days. If the investigation determines that corrective action is warranted, all written replies shall state the corrective action taken to prevent a recurrence of the condition that caused the incident or complaint.

## **9. ROUTING AND SCHEDULING**

### **9.0. Establishing Routes**

The School will have routes prepared by the Manzanita Public Charter School site administration. Routes will be sent to the contractor for their use.

### **9.1. Revision and Approval of Routes**

The School may at any time during the term of this Agreement revise or reassign students on bus routes, or request changes to bus stops or bus assignments. At the same time, the Contractor is expected to evaluate routes on a continuing basis and provide the School with recommendations for constructive changes.

### **9.2. Changes to Routes**

Changes to routes shall only be made at the request of Contractor with the prior written consent of the School, or with written notification to Contractor by School. The Contractor shall then notify parents in writing of the changes prior to their implementation. The Contractor shall cooperate with the distribution of such notices of any route changes.

### **9.3. Adding or Deleting Buses**

The School may add or delete buses upon written notice to the Contractor. When equipment is added, the School and Contractor shall establish a timetable for service and mutually agree on a start date. When the School chooses to add or delete a route, the Contractor shall cooperate by distributing route change notices to impacted students. The School will make every effort possible to give the Contractor maximum advance notice when they are deleting a complete route or bus.

### **9.4. Unauthorized Deviations from Routes**

Except for those reasons outlined and approved by the School, such as road construction safety hazards, serious weather conditions e.g. traffic deviations mandated by civil authorities, drivers are not authorized to deviate from assigned routes or stops without the prior approval of the School. The School shall be notified of deviations lasting in excess of five (5) school days. Notice shall be made to the School as soon as Contractor knows deviations will exceed five (5) school days.

### **9.5. Late Buses**

Drivers shall notify the Dispatcher whenever it appears they will be ten (10) minutes or more behind the scheduled time in arriving at their destination. The Dispatcher shall notify the School immediately.

#### **9.6. Overload Conditions**

The Contractor shall monitor routes for potential overloads on an on-going basis. In the event of an overload the Dispatcher shall dispatch a second bus to transport excess students and, at the same time, notify the School of the nature of the overload by phone.

#### **9.7. Dry Runs**

The Contractor shall ensure that drivers are familiar with their assigned routes. To facilitate this process, the Contractor shall, have each regularly assigned route driver complete dry runs (practice runs without students) of its assigned route prior to the start of any scheduled school year, or prior to operating the route for the first time (substitutes would be exempt from this). Dry runs shall be conducted as close to the assigned route time as possible to take traffic congestion and flow into consideration. Dry runs shall be conducted for any new or significantly changed assignments as requested by the School. The cost of Dry Runs shall be borne by Contractor.

#### **9.8. Driver's Orientation**

A driver orientation will be conducted for all drivers who will be assigned to perform services for the School. The driver orientation shall include, but not limited to, pupil management, relationship with the school and the general public, discipline on the school bus, and other pertinent information. The cost of driver orientation shall be borne by the Contractor.

#### **9.9. Field Trips and other school sponsored activities**

Contractor agrees to provide transportation service for field trips as may be authorized by the School. For field trips, the School will contact Contractor at least ten (10) calendar days prior to the scheduled activity and request Contractor to provide equipment and personnel for the activity. In the event the Contractor does not have the required equipment and/or personnel available, the School may contract with another transportation firm.

#### **9.10. Cancellation of Scheduled field trips**

The School shall have the option to cancel any scheduled field trip upon the School's prior notification to the Contractor for at least two (2) hours prior to the first scheduled students pick up. If cancelled within two (2) hours of the time of the pick-up, the School shall pay Contractor for the driver's time but the total cost shall not exceed fifty (\$50) dollars.

## **10. VEHICLE REQUIREMENT**

### **10.0. Basic Fleet Buses**

Basic fleet buses must consist of a 5 coach-type (transit) buses with a seating capacity of 82 passengers, plus one additional spare bus of the same size. All buses shall have the maximum under-floor luggage capacity allowed by the manufacturer.

### **10.1. Field Trip and Activity Buses**

Field trip buses shall be of the same size and time indicated above.

## **11. COMMUNICATIONS**

**11.0.** The School firmly believes that the overall success of this transportation service depends on establishing and maintaining effective lines of communication between the Contractor and the School. To meet this goal the School and Contractor shall develop a meeting schedule within one week of the Contract award that is responsive to the immediate and long-range needs of the pupil transportation program. In addition to scheduled meetings each party may request a meeting with limited notice to address a situation or concern that requires immediate action. Each party shall cooperate and make every reasonable effort to respond to and attend such meetings.

### **11.1. Telephone Communication**

The Contractor shall provide and maintain at its expense a direct telephone number for communication with the school. Contractor and Contractor's staff shall make every effort to answer calls on this line in a timely manner. Contractor shall also provide a means for the School to be directed to an assigned contact in the event of an emergency after normal business hours. The School shall provide Contractor contact information for appropriate School personnel for use after hours or in the event of an emergency.

### **11.2. Dispatch System**

Contractor shall provide a functional dispatch system. There shall be no cost to the JPA for the Dispatch system. An expected on-time bus driver performance of 98% is required.

The dispatch system proposed for use in this Contract must be currently in use at one or more of the Contractor's existing facilities. The School retains the right to have the system demonstrated to the School prior to consideration for award of this Contract. Contractor shall provide a detailed description of the systems intend to be proposed in this Bid.

### **11.3. Telephone Communication – Parents**

The School expects the Contractor to provide exceptional customer service to Manzanita Public Charter School along with its students and parents. Consequently, the Contractor shall provide at its expense sufficient communications technology and staff who are knowledgeable about the bus routes, stops and school locations and can answer public inquiries and requests regarding bus schedule times, safety issues, or any other concerns that are an expected part of student transportation operations. The goal is to provide information to parents and school administration in a prompt and courteous manner as well as provide access to the Contractor's

management team. The communications technology shall also provide a means for callers to leave messages for routine inquiries, and to be directed to an assigned contact in the event of an emergency after normal business hours.

#### **11.4. Authorized Representative**

The School shall identify the authorized representative to deal with all transportation issues.

### **12. MISCELLANEOUS**

#### **12.0. Inspection for Students and Damage to Seats**

Pursuant to SB 1072 (Mendoza. School bus safety: child safety alert system), immediately after each route segment, the driver shall visually inspect the interior of the bus to look for any students that may not have exited the bus and, at the same time, assess any damage to seats caused by the students. Upon completion of an AM, Mid-Day, PM or field trip, driver shall utilize the electronic child check/reminder alarm system.

**12.1.** Additionally, this procedure shall take place any time the driver parks and leaves the vehicle at the parking location at the school or the Contractor or Private (parking lots) property.

#### **12.2. Safe Riding and Evacuation Training**

In accordance with California Code of Regulations, Title 5, §14102, the Contractor, in cooperation with the School, shall conduct school bus safety training and a front door evacuation at schools. The drills are to be conducted once per year, as in accordance with the State requirement. The dates, times and locations of evacuations shall be provided by the School's staff prior to the beginning of the training schedule.

#### **12.3. Emergency Use of Equipment and Personnel**

In the event of a local emergency the Contractor shall make the fleet available to appropriate public agency officials for evacuation and/or emergency transportation purposes. In the event of a local emergency, Contractor's personnel shall be designated as Disaster Service Workers and work under the direction of the School staff, or other Incident Commander assigned by the School.

# APPENDICES

**APPENDIX 1-A**

**Cover Sheet**

FROM:

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**BID RESPONDING TO BID # 2024-100  
STUDENT TRANSPORTATION SERVICES  
Home-to-School/Field Trips**

**DO NOT OPEN UNTIL  
BID DUE DATE: 1:00 pm Friday March 29, 2024**



**APPENDIX 1-B**

**Bid Response Page**

**BID NO. 2024-100**

The undersigned agrees, if this Bid is accepted within sixty (60) days from March 29, 2024, or such other time set for receipt of Bids, to provide \_\_\_\_\_ as set forth herein, and in accordance with, the provisions of this Request for Bids.

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of Authorized Signor: \_\_\_\_\_

Title of Authorized Signor: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

The undersigned acknowledges receipt of amendments to this Request for Bids and has thoroughly examined any and all Addenda (if any) issued during the Bid period and are thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

ADDENDUM NO. \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Date of Bid: \_\_\_\_\_

**Appendix 2-A**

**Bid Form**

Home-to-School Transportation

**July 1, 2024 through June 30, 2026**

<b>Bus Type &amp; Capacity</b>	<b>Base Rate** (Included)</b>	<b>Rate 4 HR Base Rate per Day</b>	<b>Rate 6 HR Base Rate per Day</b>	<b>Rate for Excess Hours</b>
<b>Coach-Type Transit Buses</b> 82 Passenger w/ seatbelts	4/6			

\*Home-to-School Transportation shall include any route transporting a student to/from home/school, including after-school programs.

\*\* The 4-Hour and 6-Hour rates are non-consecutive hours

**Appendix 2-B**

**Bid Form**

**Field Trips**

*Non-Conflict Rates\**

<b>Bus Type &amp; Capacity</b>	<b>RATE per HOUR</b>
<b>Coach-Type Transit Buses</b> 82 or more Passenger w/ seatbelts	

*\* Non-Conflict rates are defined as rates that apply to any trip taken on a school day with a departure time of after 9 a.m. and a return time before 1:45 p.m. (These rates do not apply to weekends, holidays and non-school days)*

**Appendix 2-C**

**Bid Form**

**Field Trips**

***Prime Rates\****

<b>Bus Type &amp; Capacity</b>	<b>Rate 4 HR Base Rate per Day</b>	<b>Rate 6 HR Base Rate per Day</b>	<b>Rate for Excess Hours</b>
<b>Coach-Type Transit Buses</b> 82 or more Passenger w/ seatbelts			

*\*Prime Rate is defined as any trip that starts or finishes outside the non-conflict times of 9 a.m. and 1:45 p.m.  
The 4-Hour and 6-Hour are consecutive hours.*

## Appendix 3

### **Bid Questionnaire**

The following questionnaire is intended to assist MANZANITA PUBLIC CHARTER SCHOOL in evaluating your Bid Response. The information provided herein will be used to evaluate your qualifications to perform the work and services outlined. The questionnaire shall be filled out accurately and completely, **and submitted with your Bid.**

When completed, this questionnaire and the responses contained within it shall be considered to be a part of the Bid Response.

#### **A. NATURE OF OPERATIONS**

1. List the number of years that your agency has been in business.
2. List the names of all California school districts, non-public schools, or county superintendents of schools with whom your company is currently engaged in providing home-to-school transportation services.
3. List the names of all out-of-state school districts, non-public schools, or county superintendents of schools with whom your company is currently engaged in providing home-to-school transportation services.
4. List the names of all California and out-of-state school districts, non-public schools, or county superintendents of schools, currently being serviced by your company, that are of equal size to the school's program. For each of these schools, submit the name and phone number of a contact person who has immediate knowledge of your company's service and performance results.

#### **B. TERMINAL MANAGEMENT**

1. The School strongly believes that the individual holding the Operations Manager position is critical to the provision of consistent and high-quality transportation services. Please provide one or more resumes for staff that would be assigned to this Project as Operations Manager. The following points of information should be included in the resume or on a separate document:
  - a. Name and educational qualifications
  - b. Tenure with your company (in years)
  - c. Experience in related positions within your company or with other companies (in years)
  - d. Current and two (2) most recent previous positions, including the location (district) of the position, the position's title, a description of responsibilities including number of buses and/or drivers, and the dates in which the position was held.

2. Please provide the name(s) of those persons within your firm who would have immediate authority over the Operations Manager you propose in B.1 (above). In addition, list key staff members who may play an advisory role to the School's staff in the areas of (1) Operations, (2) Training and Personnel, (3) Safety, and (4) Maintenance. Please provide the following information for each of these persons:
  - a. Name and educational qualifications
  - b. Tenure with your company (in years)
  - c. Experience in related positions within your company or with other companies (in years)
  - d. Current and most recent previous position, including the location of the position, the position's title, a description of responsibilities, and the dates in which the position was held
3. Describe the training that is given to your Operations Manager.
4. Describe the training that your company customarily provides to your customer's local office staff.

### **C. DRIVER PERSONNEL**

1. Describe how your company recruits drivers.
2. Describe the methods that your company uses to screen and select drivers from among the applicants.
3. Describe the criteria or standards your company uses, and for what reasons might you reject an applicant.
4. Describe the process to which you adhere that requires all terminal employees to be drug tested. If you have a written policy/procedure, please provide a copy.
5. Describe how your company checks driver applicant references.
6. Describe how your agency uses objective qualification and driver testing procedures (if any) and provide written procedures or samples of your company's testing materials.
7. Describe how the official driving records of all your applicant drivers are evaluated during the selection process.
8. Describe the current rate of annual turnover among drivers your company employs.
9. 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 following:
  - a. Length of the program (hours, days, months)
  - b. Number of hours in classroom
  - c. Number of hours behind-the-wheel

- d. Description of the components of the program and the number of hours devoted to each component.
10. Describe the qualifications that your company's driver trainers have.
11. Describe the student management training your company's drivers receive.
12. Describe your company's in-service driver training and re-training program. Please provide the outline or course of study (see Bid Specifications Section 7.4).
13. Describe your company's current, or proposed, driver motivation and discipline programs. Describe how the programs take into account, if at all, the following: safety, (1) absences, (2) tardiness, (3) on-time route performance, (4) unrestricted licenses, (5) tenure on the job, and (6) complaints and grievances.

#### **D. TERMINAL STAFFING**

1. Describe the proposed staffing levels for the proposed terminal providing services under this Bid. Describe position title/duties, number of staff members in each position, etc.

#### **E. FLEET SURVEILLANCE**

1. Describe, in sufficient detail, a proposed fleet surveillance system (and maintenance schedule) to support the School's determination that the proposed system adequately meets the School's expectations for functionality and reliability, if so selected.

#### **F. SAFETY PROGRAM AND ACTIVITIES**

1. Describe your established, continuing safety program (operation; contents; and requirements; # of hours required per year, per employee; etc.).
2. Describe how often your company holds safety meetings held and some of the topics covered.
3. Describe any established safety activities in which your company, or its key personnel, participates.
4. Describe the accident rates for school buses operated by your company in each of the three (3) most recent school years.

#### **G. PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR**

1. Describe your scheduled preventive maintenance program for vehicle fleets which your company manages. Please provide samples of any checklists you use for each type of preventive maintenance program and describe below your methods of ensuring that each vehicle actually receives preventive maintenance within the scheduled interval.
2. Describe, other than the daily pre-trip by the driver, what methods of identifying defects in buses your company utilizes.
3. Describe the oversight systems your company has in place to ensure that serious safety-related defects are identified before a bus transports students.

4. Describe how your company ensures that identified defects are corrected in a logical order and within a reasonable time.
5. Describe your manpower or mechanic allotment schedule (number of buses per mechanic, etc.).
6. Describe the qualifications and experience requirements your company has for its mechanical personnel.

#### **H. LOSS RATIO DATA**

1. Provide your company's accident loss ratio and workers' compensation loss ratio for the past three (3) school years.

#### **I. IMPLEMENTATION PLAN**

1. Provide a plan and schedule for implementing and transitioning transportation services should your company be selected as the successful Bidder, with an **effective date of July 1, 2024, with service to begin in mid-August, 2024 and an anticipated notice of award in APRIL, 2024.** Your company's time schedule and plan should address:
  - a. Ordering/delivery of vehicles
  - b. Transitioning to the designated bus terminals/Terminals
  - c. Establishing support services for maintenance, fuel, employee interviews and training
  - d. Recruitment/relocation of management and supervisory personnel
  - e. Selection and training of drivers
  - f. Employee orientation

#### **J. FLEET AND FLEET ADDITIONS & REDUCTIONS**

1. Bidders are to submit a listing of the equipment that shall be used if awarded a Contract with the School. Information to be submitted shall include:
  - Vehicle manufacturer
  - Year and model
  - Passenger capacity
  - Engine and transmission type
  - Fuel type
  - New or used
  - Current mileage & condition
  - Brake type



2. Describe the percentage rate of adjustment for any additions or reductions to the Contractor's fleet.

**K. OTHER INFORMATION**

1. Describe the process by which you survey your customers, parents, and/or employees, and what your company does with the final results.
2. Describe how does/will your company handle unemployment compensation during winter break, spring break and summer break for drivers and other staff that are not used during these periods?

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Name of Bidder

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(Signature of Authorized Agent)

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Title

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Date

**Appendix 4**

**Non-Collusion Declaration**

(To be submitted with Bid)

STATE OF CALIFORNIA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

I, the undersigned, being duly sworn, declare that I am an authorized officer of the party making the foregoing Bid Response that the Bid Response is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid Response 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 Response, and has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid Response, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid Response, or that anyone shall refrain from proposing; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Response price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Response 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 Response are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid Response 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 Response depository, or to any member or agent thereof to effectuate a collusive or sham Bid Response.

I, the undersigned, hereby certify that I have read and understand this **Non-Collusion Declaration** and guarantee complete compliance with all the terms, conditions and stipulations.

Bidder \_\_\_\_\_  
(Type or Print Complete Legal Name of Firm)

By \_\_\_\_\_  
(Signature)

Date \_\_\_\_\_

Name \_\_\_\_\_  
(Type or Print)

Title \_\_\_\_\_

**Appendix 5**

**Bid Bond**

**(\$10,000)**

KNOW ALL PERSONS BY THESE PRESENTS that we, the undersigned, (hereafter called “Principal”), and \_\_\_\_\_ (hereafter called “Surety”), are hereby held and firmly bound unto THE MANZANITA PUBLIC CHARTER SCHOOL (School) in the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2024\_.

The condition of the above obligation is such that whereas the Principal has submitted to the School a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for providing Pupil Transportation Services for the MANZANITA PUBLIC CHARTER School

**NOW, THEREFORE,**

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a fully executed contract form within ten (10) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

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

In the event suit is brought upon this bond by the School and judgment is recovered, the Surety shall pay all costs incurred by the School in such suit, including without limitation, attorneys’ fees to be fixed by the court.

**IN WITNESS WHEREOF**, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By: \_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Principal's Title

(Corporate Seal)

By: \_\_\_\_\_  
Surety's Signature

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Surety's Title

(Attached Attorney in Fact Certificate)

By: \_\_\_\_\_

Surety's Name \_\_\_\_\_

Surety's Address \_\_\_\_\_

Surety's Phone Number \_\_\_\_\_

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

*THIS IS A REQUIRED FORM.*

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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(Name and Address of agent or representative for service of process in California if different from above)

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(Telephone Number of Surety and agent or representative for service of process in California)

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**Appendix 6**

**Form of Required Contract**

[Attached]