



**Request for Proposal  
RFP # 150804  
Charter Bus Services**

**Sacramento City Unified School District  
Purchasing Services  
3051 Redding Ave.  
Sacramento, California 95820  
(916) 277-6662**

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804



**Sacramento City Unified School District  
Purchasing Services**

3051 Redding Ave,  
Sacramento, CA 95820  
T: 916/277-6662 \* F: 916/277-7110

**If you download this bid, fax back this sheet to be added to our bidders list.**

Attention: Dan Sanchez, Purchasing Manager II

Fax # 916-277-7110

Re: RFP # 150804 – Charter Bus Services

Sacramento City Unified School District Bids are available on-line. If you download a Bid, you are required to fax the following information to 916-277-7110 so that you may be added to the bidders list to receive Addenda to this bid.

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

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

City: \_\_\_\_\_

State/Zip Code: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

If you have any question, please email [dan-sanchez@scusd.edu](mailto:dan-sanchez@scusd.edu)

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

**NOTICE TO BIDDERS**

**Request for Proposal # 150804**

The **Sacramento City Unified School District** is requesting bids from providers of **Charter Bus Services** for our Transportation Department.

RFP's must be received prior to **10:01 a.m., on September 4, 2015**. Bids must be submitted in a sealed envelope, marked with the Bid number and title, and returned to the Sacramento City Unified School District, Purchasing Services, 3051 Redding Ave., Sacramento, CA 95820.

RFP's received later than the designated time and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal will not be accepted.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the bid documents may be obtained from **Sacramento City Unified School District website: [www.scusd.edu/purchasing-services](http://www.scusd.edu/purchasing-services)**, click on Current Bids tab or by contacting, **Purchasing Services, 3051 Redding Ave., Sacramento, CA 95820**.

Refer any questions to: Dan Sanchez, e-mail: [dan-sanchez@scusd.edu](mailto:dan-sanchez@scusd.edu) or Telephone: 916-277-6662

Published: August 20, 2015  
August 27, 2015

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804  
**TABLE OF CONTENTS**

	Page #
Bidder Information Sheet	2
Notice to Bidders	3
Table of Contents	4
Bidders Checklist	5
General Terms Instructions and Conditions	6
Scope of Work	13
Special Instructions and Conditions	14
Company Information & Required Company In	18
Bus Rates Work Sheet	20
Driver Certification Listing (SPAB)	22
Bus List – Equipment Summary	23
Workers' Compensation Certificate	24
Fingerprinting Certification	26
Notice to Contractors Regarding Criminal Records Check	27
Non-Collusion Declaration	28
Authorized Vendor Signature	29
Piggyback Clause	30

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

**Bidder's Checklist**

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

Submit this Bidders Checklist with your bid document. Failure to submit this Checklist at bid opening may deem your bid as non-responsive.

<b>Required items</b>	<b>Page</b>
Bidder's Checklist (this form)	5
Company Information & Required Company In	18
Bus Rates Work Sheet	20
Driver Certification Listing (SPAB)	22
Bus List – Equipment Summary	23
Workers' Compensation Certificate	24
Fingerprinting Certification	26
Notice to Contractors Regarding Criminal Records Check	27
Non-Collusion Declaration	28
Authorized Vendor Signature	29
Piggyback Clause	30

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

**GENERAL TERMS AND CONDITIONS**

**General** - This information to Bidders is in addition to any instructions or conditions stated elsewhere in the Contract Document.

**BID's** - To receive consideration, BID's shall be made in accordance with the following instructions:

**Deadline for Receipt of BID's** – BID's will be received prior to 10:01 a.m. on **September 4, 2015** after which time bids will be opened and publicly read aloud. Envelopes containing a Bid must be sealed, prominently marked with the Bid number, Bid title, Bid opening time/date and name of bidder, and submitted to:

**Sacramento City Unified School District  
Purchasing Services  
3051 Redding Avenue  
Sacramento, California 95820  
Attn: Dan Sanchez**

**Bids/Proposals:** To receive consideration, Bids/Proposals shall be made in accordance with the following terms:

1. **THE BID** – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned bids will not be accepted. **Return one (1) unbound original and three (3) bound and signed complete sets sealed in an envelope with the BID.**
2. **"FAX" BIDS** – Facsimile copies of bids will not be accepted for formal advertised bids.
3. **DEFINITIONS** – Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.
4. **NAME AND NATURE OF BIDDER'S LEGAL ENTITY** – The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.
5. **WITHDRAWAL OF BID** – Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to Public Contract Code Sections 5100 et. seq.

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

6. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** – The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.
7. **BID NEGOTIATIONS** – A bid response to any specific item of this bid with terms such as “negotiable”, “will negotiate” or of similar intent, will be considered as non-responsive to the specific item.
8. **PRICES** – Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder’s authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Sacramento County for products listed herein.
9. **TAXES** – Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required.
10. **PERFORMANCE GUARANTEE** – The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District’s Manager of Purchasing Services. A continuous performance bond in the amount of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Manager of Purchasing Services is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.
11. **BRAND NAME AND NUMBER** – The bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the bid form. Should any item for which bids are requested by patented, or otherwise protected or designated by the particular name of the maker and the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

if deemed by the Manager of Purchasing Services to be equal in all respects to that specified. If samples are requested by the Manager of Purchasing Services for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the bid opening.

12. **SAMPLES** – Samples shall be furnished free of cost to the District after the bid opening. If requested, they are to be sent within seven (7) days to Purchasing Services, 3051 Redding Avenue, Sacramento California, 95820, unless otherwise specified. The District reserves the right to reject the bid of any bidder failing to submit samples as requested. Samples must be plainly marked with name of bidder, bid number and date of the bid opening. Samples of the successful bidder(s) may be retained for comparison with deliveries. Bidder(s) may pick up samples (if not destroyed by test) on notice from the Manager of Purchasing Services. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Bidder(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.
13. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** – The successful bidder(s) shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the District’s sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Manager of Purchasing Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder’s expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the bid specifications, the cost of such test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.
14. **DISTRICT REQUIREMENTS** – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.
15. **ACCEPTANCE OR REJECTION OF BIDS** – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District’s acceptance of one item shall be contingent upon the District’s acceptance of one or more additional items submitted in the same



Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.

16. **BID EXCEPTIONS** – All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered.
17. **AWARDS** – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.
18. **EXECUTION OF CONTRACT** – Issuance of a Purchase Order shall be evidence the contractual agreement between the bidder(s) and the District and the bidder's acceptance of these Bid Instructions and Conditions.
19. **DELIVERY** – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to contents. All items purchased for delivery by truck or freight line shall be palletized. The preferred pallet size should be 48" long by 40" wide. All shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.
20. **MATERIAL SAFETY DATA SHEETS** – For all products requiring a Material Safety Data Sheet – The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.
21. **DEFAULT BY CONTRACTOR** – The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.
22. **INSURANCE** – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

personal injury, including death and damage to property, which may arise from bidder's operations under the contract. Also, the bidder may be required to file proof of such insurance, naming Sacramento City Unified School District as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).

23. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the: Sacramento Unified School District, Accounting Services Department, 5735 47<sup>th</sup> Avenue, Sacramento, California, 95824. Invoices shall be submitted under the same firm name as shown on the bid. The successful bidder(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.
24. **AMERICAN MADE PRODUCTS** – In compliance with Sections 4300 to 4305 of the California Government Code, only materials produced or manufactured in the United States will be procured by the District, except for those which fall within the purview of Sections 4301, 4302 and 4303.5. In compliance with Code Sections 4330 to 4334 inclusive California products shall receive preference over materials made elsewhere. If a bidder is proposing an article of foreign make, the fact must be stated in his bid.
25. **MISCELLANEOUS PROVISIONS:**
- A. Assignment of Contracts** – The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the District.
- B. Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.
- C. Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- D. Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

**E. Entire Agreement** – This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**F. Force Majeure Clause** – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

**G. Hold Harmless Clause** – The successful bidder agrees to indemnify, defend and save harmless Sacramento City Unified School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

**H. Prevailing Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

**I. Governing Law and Venue** – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Sacramento County.

**J. Permits and Licenses** – The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

**K. Toll Charges** – If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder shall accept charges for such calls on a reverse charge basis.

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

**L. Contract Documents** – The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

**M. Independent Contractor** – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the District.

**N. Anti-discrimination** – It is the policy of the Sacramento City Unified School District Board of Education, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.

**O. Termination Without Cause** – This Agreement may be terminated by the District upon giving thirty days advance written notice of an intention to terminate.

**P. Product Shortages** – If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

## SCOPE OF WORK

The Sacramento City Unified School District (District) is requesting proposal (RFP) for Charter Bus Services. Charter Bus Services are utilized throughout the District and requires timely pick-up and delivery of students and staff to functions within Sacramento City Unified School District (SCUSD), as well as through the State of when requested. The District requires bidder have a knowledge and experience in charter bus services for schools. The amount of dollars spent by the District for the purchase of charter bus services for the FY 14/15 was approximately \$ 240,000.

The term of this **RFP is three (3) years from School Board approval and then renewable for two(2) one (1) year terms** at the discretion of the District.

The District is seeking multiple vendors for this service.

RFP's must be submitted to the Sacramento City Unified School District, Purchasing Services Department, 3051 Redding Avenue, Sacramento, CA 95820 prior to 10:01 a.m., Friday September 4, 2015.

**Submit one (1) unbound original signature and three (3) bound copies; failure to provide may deem your bid non-responsive.**

All questions regarding this RFP must be submitted by August 28, 2015 at 5:00 p.m. Send all questions to [dan-sanchez@scusd.edu](mailto:dan-sanchez@scusd.edu); reference bid number in subject. No questions will be answered after the above listed date and time; telephone and fax questions will not be answered.

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

**Special Instructions and Conditions**

- A. The Sacramento City Unified School District will contract with one or more contractors for transportation services by private owned carriers for both intrastate and interstate travel. Note that interstate travel is limited to adjoining states only. Further, the District expects that all bidders by the act of their bidding shall be certified in accordance with all applicable laws of the State of California as a **SCHOOL PUPIL ACTIVITY BUS (SPAB)** and that all drivers of such vehicles will likewise have a valid SPAB license. The District understands that SPAB requirements are invalid outside of California, but upon-re-entering California, SPAB regulations are in effect and the responsible contractor shall notify his terminal closest to the point of re-entry as soon as is possible after re-entry to California. **Bidders shall provide, with their bid, a listing of all SPAB certified drivers that will be employed under this contract and shall include expiration dates** (see Destinations Worksheet). Any drivers not listed at the time of bid opening may not be used until approved by the District.
- B. All work performed and all equipment used by bidders shall meet all applicable “Regulations and Laws Relating to Pupil Transportation in California” as published by the California State Department of Education. Your signed bid will be considered a declaration that such equipment does, in fact, meet all safety regulations. If vendor utilizes another carrier for whatever reason, the transportation department must be advised before said trip.
- C. Trip Award: Publicly funded trips; privately funded trips (Contractor to be advised of funding source)
1. Publicly funded trips. As in all bid situations there are both low and high bids with the “low bids” receiving the most favored position in terms of business. The District will be prudent in awarding trips to the lowest bidder and as the need arises, progress to the next low bidder, third low bidder, etc., until all of the bidding contractors are booked including the high bidder. Bids, both oral and written, when requested will have a closing date and time by which said bid is due in the office of the District’s Director of Transportation. Only carriers from the Approved Charter Bus Contractor List will be considered.
  2. Privately funded trips. All conditions required in Part C.1 above shall apply herein for privately funded trips except that requestors may specify to the Director of Transportation which carrier they wish to use

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

regardless of the carriers ranking as a low bidder. As the coordinator for all trips the Director of Transportation will advise the requestor of the lowest priced (bid) carrier available for the trip but the requestor is not obligated to use the lowest bid carrier. Only carriers from the Approved Charter Bus Contractor List will be considered.

3. Approved Charter Bus Contractor List. Such list is informal in that it may or may not physically exist in any form other than the Bid Summary which is sent to all bidders.
  4. Services from Non-Bidding Contractor. The District may require charter bus transportation services at a time when all bidding contractors are unable to service the request. In such event the District and/or the bidding contractor shall have the right to contract with any non-bidding contractor on a per trip basis provided the non-bidding contractor meets all requirements of the bid specifications as determined by the Director of Transportation.
  5. Orders. Only orders, verbal or written, placed by the Transportation Department will be acknowledged and authorized by the District.
- D. The District will not honor any charges not specifically listed in the bid or governed by law.
- E. For single day trips the District agrees that Contractors may charge \$250.00 as a cancellation charge per bus provided said cancellation notice is given by the requestor less than one (1) week from the date of departure. Conversely, the District reserves the right to assess the contractor damages should the Contractor fail to provide equal notice of cancellation of equipment and/or trip. The amount of the damages which may be assessed to the contractor shall be equal to the charges to be paid by Sacramento City Unified School District for cancellation, plus any costs incurred by District in obtaining an alternate carrier to include the difference in trip fees. In addition, Contractor must pay added cost to District for booking with another company. Additionally, the Contractor agrees by the act of his/her signing of the bid that the District shall have recourse for unauthorized cancellations. For the purpose of definition unauthorized cancellations shall mean a verbal or written notice of cancellation by the Contractor to the District regarding a reservation, charter order, trip agreement or other such verbal or written contract representing an agreed upon trip. The District does not sanction cancellation. In such event, the District would expect that the reason for cancellation is beyond the control of the Contractor. Any Cancellations including the reason for such cancellation shall be

**Sacramento City Unified School District**  
**Charter Bus Services**  
**RFP # 150804**

submitted in writing to the Requestor or Designee no later than five (5) calendar days prior to the date of trip. In the event of a dispute between the Contractor and the District as to the validity of the reason for said cancellation the judgment of the Purchasing Manager shall prevail.

- F. The District (Transportation Services) may request transportation services verbally or in writing. However, verbal orders must be acknowledged by the contractor within five (5) calendar days from the date of the order on the Contractors standard confirmation form.
- G. The District recognizes its liability toward vandalism of the contractor's property by its passengers. However, the District demands the right to inspect all damage claimed by the Contractor to have been caused by District passengers. Said inspection will be made not later than the next school work day following notification by the Contractor. No compensation will be given the Contractor for such damage unless authorized by the Director of Transportation. The District will make every effort to be reasonable in its evaluation.
- H. Parking fees, entrance fees, tolls and added mileage in and around the destination city as well as additional miles to the pre-trip itinerary if approved or ordered by the Group Leader, shall be expenses of the District payable to the Contractor.

If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder shall accept charges for such calls on a reverse charge basis.

- I. The Contractor will book and pay the actual lodging costs of the driver giving the District said actual costs, for reimbursement, not to exceed \$125.00. Driver's meals shall be the responsibility of the Contractor.
- J. Discounts for multi-bus charter will not be considered in awarding trips. Contractors are encouraged to include any discounts into their bid price(s) at the time of bidding.
- K. Premium rates that are additional to bid prices for weekend, time of the year or special event charter will not be considered for publicly funded trips.
- L. The District shall pay extra driver charge at a rate of \$150.00 per day per driver plus .58 cents per mile (round trip mileage) plus room charge if necessary.



**Sacramento City Unified School District**  
**Charter Bus Services**  
**RFP # 150804**

- M. The term of the contract shall be **for three (3) years from date of Board award**, with an option to extend for two (2) additional one (1) year periods.
- N. Rate Adjustments. The prices set forth in the Bid Form, which the District shall pay the Contractor, shall be firm for the initial contract period. In the event the District exercises its option to extend the contract beyond the initial term, Contractor may request a rate adjustment. Any request for rate adjustment shall be made in writing and presented 30 days prior to the anniversary date of each contract year (Board award date). In no event shall the amount of increase granted by the District, exceed two (2) percent annually.
- O. Equipment Summary. Bidders shall furnish with their bid, a summary of all vehicles that may be provided to District for use (Equipment Summary Form). In addition, Bidders shall furnish vehicle inspection approval certificates. All buses contracted by the District will be only Charter Coaches. See Bus List – Equipment Summary.
- P. The District shall be allowed to book and cancel athletic teams involved in “playoffs”, on short term notice. This privilege will be limited and should not amount to more than 3-4 bookings annually. The definition of “short term notice” shall mean within 18 hours of event for booking and within 24 hours of event for cancellation.
- Q. Charter Buses must arrive at Pick-Up location at least twenty (20) minutes prior to departure time.
- R. Awarded Carriers must immediately contact the Director of Transportation, Requestor or designee for any of the following while contracted for an event: Bus accident (all types, minor and major); Breakdowns (All incidents in which the bus is not able to precede); Delays (Any delay which will impair the departure/arrival). After hours, contact the School District’s Security Office.
- S. All buses provided under the awarded contract must be California Highway Patrol (CHP) SPAB (School Pupil Activity Bus) certified. All buses must be in full operating condition (i.e. air condition, heating).
- T. All contract bus drivers will present themselves in a professional manner with both students and staff at all times during contract event period. Failure to do so will disqualify said driver from further contracts with the district. SCUSD Transportation will review all complaints.
- U. Qualifications criteria will be based on the following:

**Sacramento City Unified School District**  
**Charter Bus Services**  
**RFP # 150804**

1. Price
2. References
3. Ability to meet schedule
4. Quality of Buses

**Company Information**

- Please provide information regarding your company and its officers.
- In the past 5 years has your company or its officers had any Litigation regarding charter bus service? If yes, how many?
- Provide an after-hours contact number for cases of emergency.
- Provide any other information regarding your company, services, awards etc... which will assist in review of your proposal.
- Provide information to your requirements for requesting a charter bus.

**Required Company Information**

- Provide your company emergency procedures for a disabled bus, i.e. accident, breakdown, etc...
- What are your procedures and timeline to replace a disable bus locally; in the Bay Area; in Southern California?
- Provide a Certificate of Insurance naming the as additional insured. SCUSD will also require proof that the insurance company be rated A-9 or equivalent by Best's Financial Strength Rating Guide.
- Provide a current copy of the Motor Carrier Terminal Inspection Form (CHP 343) with a Satisfactory Rating.
- Provide a list of current School Bus and SPAB certified drivers under the company's employment. Drivers must be certified as a school bus or SPAB driver in order to transport students from the Sacramento Unified School District. See [Driver Certification Listing \(SPAB\)](#)

(continued)

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

- Provide a letter ensuring each driver is in a qualified Drug and Alcohol testing pool that meets all Federal standards and requirements. The Carrier will provide a current copy of the CHP 343-D certifying that the carrier is in compliance with the California Highway Patrol.
- Provide a current certificate of insurance, comprehensive auto and General Liability including personal injury, liability and contractual liability. The limits of liability for vehicles shall be five million dollars combined single limits for bodily injury liability, and property damage liability.
- The District may do random inspections of the buses and drivers chartered by the district. When an identified district employee inspects the vehicle the driver will be required to produce their current CDL, Medical Card and certificate for a school bus or SPAB certification and a copy of their current First Aid card if applicable to maintain.

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804  
**Bid Form – Bus Rate Work Sheet**

**Vendor Name:** \_\_\_\_\_

**A. Rate for fully contained Charter Coach:**

1. Up to 22 passenger bus with toilet \_\_\_\_\_ without toilet  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first 5 hours and \$ \_\_\_\_\_ per hour thereafter  
\$ \_\_\_\_\_ per 24 hour period and \$ \_\_\_\_\_ per hour thereafter
  
2. 35 passenger bus with toilet \_\_\_\_\_ without toilet  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first 5 hours and \$ \_\_\_\_\_ without toilet  
\$ \_\_\_\_\_ per 24 hour period and \$ \_\_\_\_\_ per hour thereafter
  
3. 46/47 passenger bus with toilet \_\_\_\_\_ without toilet  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first 5 hours and \$ \_\_\_\_\_ per hour thereafter  
\$ \_\_\_\_\_ per 24 hour period and \$ \_\_\_\_\_ per hour thereafter
  
4. 49/50/51 passenger bus with toilet \_\_\_\_\_ without toilet  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first 5 hours and \$ \_\_\_\_\_ per hour thereafter  
\$ \_\_\_\_\_ per 24 hour period and \$ \_\_\_\_\_ per hour thereafter
  
5. 55/56 passenger bus with toilet \_\_\_\_\_ without toilet  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first 5 hours and \$ \_\_\_\_\_ per hour thereafter  
\$ \_\_\_\_\_ per 24 hour period and \$ \_\_\_\_\_ per hour thereafter
  
6. 58 passenger bus with toilet \_\_\_\_\_ without toilet  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first 5 hours and \$ \_\_\_\_\_ per hour thereafter  
\$ \_\_\_\_\_ per 24 hour period and \$ \_\_\_\_\_ per hour thereafter

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

**Bid Form -- Rates Work Sheet**

**Vendor Name:** \_\_\_\_\_

**B. Rate for School bus:**

1. 56 passenger  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first \_\_\_\_\_ hours and \$ \_\_\_\_\_ per hour thereafter  
\$ \_\_\_\_\_ per 24 hour period and \$ \_\_\_\_\_ per hour thereafter
  
2. 80+ passenger  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first \_\_\_\_\_ hours and \$ \_\_\_\_\_ per hour thereafter  
\$ \_\_\_\_\_ per 24 hour period and \$ \_\_\_\_\_ per hour thereafter

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804  
Driver Certification Listing (SPAB)

Bidders shall provide, with their bid, a list of all SPAB certified drivers that will be employed under this contract and shall include expiration dates. Any driver(s) not listed at the time of bid may not be used until approved by the District.

<u>NAME</u>	<u>California Driver's License #</u>	<u>EXPIRATION DATE</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____
16. _____	_____	_____
17. _____	_____	_____

**\*Provide additional names/pages as necessary.**

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

RFP # 150804

**Bus List – Equipment Summary**

Vendor: \_\_\_\_\_

	Vehicle Mfr.	Model	Seating Capacity	Vehicle License #
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

**WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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 the work of this contract.



Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

\_\_\_\_\_  
(Contractor Name)

By \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Signor)

\_\_\_\_\_  
(Title of Signor)

By \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Signor)

\_\_\_\_\_  
(Title of Signor)

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

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

**FINGERPRINTING CERTIFICATION**

To the Governing Board of the Sacramento City Unified School District

I \_\_\_\_\_, acknowledge and certify as follows:  
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

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

Executed at \_\_\_\_\_, California, on \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK**

**(EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

**NON-COLLUSION DECLARATION  
TO BE EXECUTED BY AND SUBMITTED WITH BID**

I, \_\_\_\_\_, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Printed name of Authorized Company Representative

\_\_\_\_\_  
Signature of Authorized Company Representative

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

**Authorized Vendor Signature**  
**Prime Point of Contact**

**Proposal Submitted by:**

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

---

Date	Signature/Title	Type or Print Name
------	-----------------	--------------------

---

Name of Company	Address	City and State
-----------------	---------	----------------

---

Area Code	Telephone Number	Fax Number
-----------	------------------	------------

---

Federal Tax Id Number

Sacramento City Unified School District  
Charter Bus Services  
RFP # 150804

**Piggyback Clause**

The Sacramento City Unified School (District) hereby declares its intent and authorization to make all contracts awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections §20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary and shall hold the Sacramento City Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

**Acceptance or rejection of this clause will not affect the outcome of this bid.**

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted  YES

Option Granted  NO