

# CLOVIS UNIFIED SCHOOL DISTRICT

BID PACKAGE FOR BID NUMBER 2851

Charter Bus Service

Eimear O'Farrell, Ed.D.  
District Superintendent

Clovis Unified School District  
1450 Herndon Avenue  
Clovis, California 93611  
(559) 327-9482

CLOVIS UNIFIED SCHOOL DISTRICT

BIDDING PACKAGE TABLE OF CONTENTS

DESCRIPTION

Notice To Bidder

Instructions To Bidders

Bid Proposal Form

Cost Analysis Form(s) if applicable

Non-Collusion Affidavit

Specifications

Health Screening

Charter-Party Carriers Compliance Form

Fingerprint Requirements

Sample Contracts

Addenda

CLOVIS UNIFIED SCHOOL DISTRICT

NOTICE TO BIDDERS

The Board of Trustees of the Clovis Unified School District of Fresno County, California invites and will receive sealed proposals for **BID NO. 2851** for the award of **Charter Bus Service** on or before **1:30 P.M., on MAY 11, 2021** in the Purchasing Department of Clovis Unified School District, 1450 Herndon Avenue, Clovis, California 93611, after which time and place the bids will be opened and read. Due to the current social distancing requirements, this will not be a public bid opening. The bid tabulation will be posted on the District Website.

**Bids must be accompanied by an original bidder's bond, cashier's check or certified check in the amount of \$3,000.00.** The bidders bond or certified check shall be made payable to the Clovis Unified School District and shall be given as a guarantee that the bidder will enter into a contract if awarded the work, and will be declared forfeited, paid to, or retained by the District as liquidated damages if the bidder refuses or neglects to enter into a contract on the terms of the accepted proposal within fourteen (14) calendar days after bidders notification of District's acceptance of the proposal. Bidders may not withdraw bids for a period of forty-five (45) days after the date set for opening of bids.

Bidders may not withdraw bids for a period of forty-five (45) days after the date set for opening of bids.

Bids shall be made on forms prepared by the Clovis Unified School District. Bid forms, specifications and further information may be obtained from Tracy Ogle, Buyer II, in the Purchasing Department, phone (559) 327-9482.

The District reserves the right to accept or reject any or all proposals, or any combination of proposals, and to waive any irregularities or informalities which may be legally waived.

Published:        Dates:        (1) APRIL 16, 2021    (2) APRIL 23, 2021

CLOVIS UNIFIED SCHOOL DISTRICT

Michael Johnston  
Associate Superintendent Business Services

## INSTRUCTIONS TO BIDDERS

Bid Package is available for download at no cost from the District Website at:

<https://www.cusd.com/BidSchedule.aspx>

If documents are downloaded from the District Website, please make sure to notify Tracy Ogle at [tracyogle@cusd.com](mailto:tracyogle@cusd.com) to insure you receive any future notifications/documents.

### Bid Proposal:

No bid proposals shall receive consideration by the Clovis Unified School District for Bid No. 2851 unless made in accordance with the following instructions:

1. Deadline For Receipt of Proposals. Bid proposals must be sealed and filed with the Purchasing Department located at 1450 Herndon Avenue, Clovis, California 93611, on or before **1:30 P.M. on May 11, 2021.** All bids must be received on or prior to that date and time, after which bids will be opened and read in public. The District suggests that bids be hand delivered in order to insure their timely receipt.

2. Requests for Information. Any questions relative to the bid should be directed to the District Superintendent or designee at the address specified for receipt of bid proposals.

3. Bid Proposal Forms. Bid proposals must be made on a form obtained from the District. All items on the form should be filled out. Numbers should be stated in figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures.

4. Non-collusion Affidavit. Each bidder must return a fully executed non-collusion affidavit, as required by Public Contract Code section 7106, with the completed bid proposal. The non-collusion affidavit is included in this bidding package.

5. Clarification's. Questions regarding documents, discrepancies, omissions or doubt as to meanings will be clarified by the District Superintendent or designee.

6. Execution of Forms. Each bid must give the full business address of the bidder and must be signed by the bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership



name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed next to the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid.

7. Bid Security. Bid Proposals must be accompanied with a certified cashier's check, or bidder's bond in the amount of \$3,000.00. The cashier's check or bid bond shall be made payable to the order of the Clovis Unified School District. If the bid bond accompanies the proposal, the bond shall be secured by a surety company satisfactory to the District. Failure to provide bid security or bid security in the proper amount, may result in rejection of the bid.

8. Withdrawal of Bid Proposals. 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 Forty Five (45) 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 Section 5100 et. seq.

9. Addenda or Bulletins. Any addenda or bulletins issued during the time of bidding shall form a part of the drawings and specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.

10. Award of Contract. The District reserves the right to reject any and all bid proposals, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the District may require. The District reserves the right to award this bid by line item or in total which ever may be in the best interest of the District.

11. Rejection of Bids. The District reserves the right to accept or reject any and all bids, or any portion or combination thereof, or award on the basis of the total bid.



12. Execution of Contract. The successful bidder shall, within fourteen (14) calendar days of notice of award of the contract, sign and deliver to the District the executed contract. In the event the bidder to whom an award is made fails or refuses to execute the contract within fourteen (14) calendar days from the date of receiving notification that the contract has been awarded to the bidder, the District 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 work to the next lowest responsible bidder, or may reject all bids and call for new bids.

13. Drawings and Specifications. Each bidder shall be required to return to the District all drawings and specifications in an unmutilated condition and without any marks or annotations. All drawings, specifications and other documents used or prepared during the project shall be the exclusive property of the District.

14. Evidence of Responsibility. Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the District, the bidder's organization available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

15. Taxes. Taxes shall NOT be included in the unit prices of the materials, but may be provided as part of the Cost Analysis. The District will pay only the State sales and use taxes. Federal excise taxes are not applicable to school districts.

16. Bid Exception. 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 Board of Trustees, 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 telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly



signed by the bidder was placed in the mail prior to the opening of the bids.

17. Discounts. Any discount which the bidder desires to provide the District must be stated clearly on the bid form itself so that the District can calculate properly the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible bidder.

18. Prices. Bidders must quote prices F.O.B. Clovis Unified School District unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately.

19. Quantities. The quantities shown are approximate. The District reserves the right to increase or decrease quantities as desired.

20. Samples. On request, samples of the products being bid shall be furnished to the District at no charge.

21. Special Brand Names. In describing any item, the identification of a particular manufacturer or special brand does not restrict bidding to that manufacturer or special brand, but is intended only to indicate the quality and type of item desired. Bidders may furnish any material, product, thing or service of comparable quality or utility. IF A BIDDER IS REQUESTING SUBSTITUTION OF AN EQUAL ITEM, THE BIDDER MUST CLEARLY INDICATE THE SUBSTITUTION ON THE BID PROPOSAL FORM. THE MAKE AND GRADE OF THE ARTICLE ON WHICH A BID IS SUBMITTED MUST BE STATED IN THE PROPOSAL AND ILLUSTRATIONS, CATALOG AND ALL NECESSARY INFORMATION SUBMITTED SO THAT THE DISTRICT CAN MAKE A COMPLETE EVALUATION OF THE QUALITY AND UTILITY OF THE SUBSTITUTE BRAND BID. The District encourages alternate brands to be bid. The District reserves the right to make all decisions on product and vendor selection in determining whether a substitute brand is of comparable quality or utility to the brand name specified.

22. Container Costs and Delivery. All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling.

Packages shall be so constructed to insure safe transportation to point of delivery.

23. Bid Negotiations. A bid response to any specific item of this bid with terms such as negotiable, will negotiate or similar, will be considered as non-compliance with that specific term.

24. Indemnity. The bidder must hold harmless and fully indemnify the District, its Board of Trustees, officers, employees and agents from all damages or claims for damages, costs or expenses that may at any time arise out of the bidder's performance of, or failure to perform acts, required by the contract documents, including but not limited to infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

25. 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.

26. Substitute Security. In accordance with Section 4590 of the Government Code, the District will permit the substitution of securities for any moneys withheld by the District to insure performance under the contract. At the request and expense of the bidder, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as an escrow agent, who shall pay such moneys to the bidder upon satisfactory completion of the contract.

Securities eligible for investment under this Section shall include those listed in Government Code Section 16430 or bank and savings and loan certificates of deposit. The bidder shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

27. If the bidder defaults, the District may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bond, if any, or by suit against the bidder. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

28. Governing Law and Venue. In the event of litigation, the bid documents, specifications and related matter shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Fresno County.



29. Delivery Deadline. The services/equipment/materials sought by this bid proposal must be delivered in satisfactory condition to the location specified by the District in the bid proposal on or before delivery time as indicated by vendor. This time limit is of the essence of the contract. A bidder's failure to provide the equipment/materials to the District by the contract date shall subject the bidder to liquidated damages in the amount of \$200.00 for each and every calendar day by which completion is delayed beyond the contract date.

Submission of a bid proposal constitutes the bidder's promise to pay liquidated damages as set forth above and the bidders agreement that the actual occurrence of damages and the actual amount of damages which the District would suffer if the requirements were not completed by the contract date is impracticable and extremely difficult to fix. Damages which the District would suffer in the event of delay are dependent on many circumstances and factors but would include the loss of use of the materials, disruption of school activities, cost of administration and supervision, and the loss suffered by the public and the District by reason of delay in completion of the contract. Accordingly, bidder agrees that the amount set forth herein as liquidated damages shall be presumed to be the amount of damages actually sustained by the bidder's failure to complete the project by the contract date.

If the bidder becomes liable to the District for liquidated damages, the District shall, in addition to all other remedies provided by law, have the right to deduct the amount of liquidated damages owed from the contract sum or to deduct the amount of liquidated damages owed by the bidder from moneys previously retained from the bidder. If the sum deducted by the District is insufficient to discharge the bidder's liability for liquidated damages, the bidder and its sureties shall remain liable to the District until all such liabilities are fully satisfied.

30. Participation. Bidder agrees to extend the terms of the resulting contract to other political subdivisions, municipalities and tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to the bidder, and be liable directly to the bidder, holding Clovis Unified School District harmless.

The successful bidder will invoice each Agency separately. Invoices must show each Agency's purchase order number, and be mailed as directed by each separate Agency.

31. Internet Access. It is the responsibility of all potential bidders who gain access to bid specifications through the internet, to contact the District with the Company Name, Address, Telephone and Fax Number. This will ensure notification of any bid specification changes through addendum.

CLOVIS UNIFIED SCHOOL DISTRICT  
BID PROPOSAL FORM

Board of Trustees  
CLOVIS UNIFIED SCHOOL DISTRICT  
1450 Herndon Avenue  
Clovis, California 93611

RE: **Bid 2851**

Dear Members of The Board of Trustees:

The undersigned, doing business under the firm name of

\_\_\_\_\_,  
having carefully examined the Notice to Bidders, the  
Instructions to Bidders, the Contract, the Specifications and  
all of the contract documents for the proposed **Charter Bus  
Service** proposes to perform the contract, including all of its  
component parts, and to furnish all materials and labor called  
for by them for the entire order, including all taxes as  
follows:

AMOUNT OF BID \$ \_\_\_\_\_

\_\_\_\_\_ Dollars and \_\_\_\_/100

Delivery will be made within \_\_\_\_\_ calendar days  
after receipt of order.

Prices will remain firm for 365 calendar days after award.  
However, a request for price adjustment will be reviewed on a  
quarterly base (Oct. 1<sup>st</sup>, Jan. 1<sup>st</sup>, April 1<sup>st</sup>, and July 1<sup>st</sup>).

SUBMITTED BY:

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY/STATE/ZIP

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PLEASE TYPE OR PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
FAX

\_\_\_\_\_  
EMAIL



## RATES      Bid #2851 Charter Bus Service

Company Name \_\_\_\_\_

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

1. **Up to 35** passenger bus    with toilet \_\_\_\_\_ without toilet \_\_\_\_\_ with video \_\_\_\_\_ without video \_\_\_\_\_  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first \_\_\_\_\_ hours and \$ \_\_\_\_\_ per hour thereafter  
\$ \_\_\_\_\_ per 24 hour period and \$ \_\_\_\_\_ per hour thereafter

Is there a minimum charge? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, explain \_\_\_\_\_

2. **43 to 49** passenger bus    with toilet \_\_\_\_\_ without toilet \_\_\_\_\_ with video \_\_\_\_\_ without video \_\_\_\_\_  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first \_\_\_\_\_ hours and \$ \_\_\_\_\_ per hour thereafter  
\$ \_\_\_\_\_ per 24 hour period and \$ \_\_\_\_\_ per hour thereafter

Is there a minimum charge? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, explain \_\_\_\_\_

3. **50-51** passenger bus    with toilet \_\_\_\_\_ without toilet \_\_\_\_\_ with video \_\_\_\_\_ without video \_\_\_\_\_  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first \_\_\_\_\_ hours and \$ \_\_\_\_\_ per hour thereafter  
\$ \_\_\_\_\_ per 24 hour period and \$ \_\_\_\_\_ per hour thereafter

Is there a minimum charge? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, explain \_\_\_\_\_



4. **52** passenger bus    with toilet \_\_\_\_\_ without toilet \_\_\_\_\_ with video \_\_\_\_\_ without video \_\_\_\_\_  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first \_\_\_\_\_ hours and \$ \_\_\_\_\_ per hour thereafter  
\$ \_\_\_\_\_ per 24 hour period and \$ \_\_\_\_\_ per hour thereafter

Is there a minimum charge? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, explain \_\_\_\_\_

5. **54** passenger bus    with toilet \_\_\_\_\_ without toilet \_\_\_\_\_ with video \_\_\_\_\_ without video \_\_\_\_\_  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first \_\_\_\_\_ hours and \$ \_\_\_\_\_ per hour thereafter  
\$ \_\_\_\_\_ per 24 hour period and \$ \_\_\_\_\_ per hour thereafter

Is there a minimum charge? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, explain \_\_\_\_\_

6. **55** passenger bus    with toilet \_\_\_\_\_ without toilet \_\_\_\_\_ with video \_\_\_\_\_ without video \_\_\_\_\_  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first \_\_\_\_\_ hours and \$ \_\_\_\_\_ per hour thereafter  
\$ \_\_\_\_\_ per 24 hour period and \$ \_\_\_\_\_ per hour thereafter

Is there a minimum charge? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, explain \_\_\_\_\_

7. **56** passenger bus    with toilet \_\_\_\_\_ without toilet \_\_\_\_\_ with video \_\_\_\_\_ without video \_\_\_\_\_  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first \_\_\_\_\_ hours and \$ \_\_\_\_\_ per hour thereafter  
\$ \_\_\_\_\_ per 24 hour period and \$ \_\_\_\_\_ per hour thereafter

Is there a minimum charge? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, explain \_\_\_\_\_

8. **58** passenger bus    with toilet \_\_\_\_\_ without toilet \_\_\_\_\_ with video \_\_\_\_\_ without video \_\_\_\_\_  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first \_\_\_\_\_ hours and \$ \_\_\_\_\_ per hour thereafter  
\$ \_\_\_\_\_ per 24 hour period and \$ \_\_\_\_\_ per hour thereafter  
Is there a minimum charge? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, explain \_\_\_\_\_

9. **81** passenger bus    with toilet \_\_\_\_\_ without toilet \_\_\_\_\_ with video \_\_\_\_\_ without video \_\_\_\_\_  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first \_\_\_\_\_ hours and \$ \_\_\_\_\_ per hour thereafter  
\$ \_\_\_\_\_ per 24 hour period and \$ \_\_\_\_\_ per hour thereafter  
Is there a minimum charge? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, explain \_\_\_\_\_

**B. Rate for school bus:**

1. **52** passenger or less    with A/C \_\_\_\_\_ without A/C \_\_\_\_\_ with video \_\_\_\_\_ without video \_\_\_\_\_  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first \_\_\_\_\_ hours and \$ \_\_\_\_\_ per hour thereafter  
\$ \_\_\_\_\_ per 24 hour period and \$ \_\_\_\_\_ per hour thereafter  
Is there a minimum charge? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, explain \_\_\_\_\_

DATE \_\_\_\_\_

ALL TRIPS UP TO SIXTEEN (16) HOURS EXCEPT NO. 62 (SOS) Sierra Outdoor School and Grad-Nite

**CHARTER COACH/SCHOOL BUS**[illegible]

DATE \_\_\_\_\_

ROUND TRIP CHARGES TO MOST TRAVELED CITIES FROM CLOVIS  
ALL TRIPS UP TO SIXTEEN (16) HOURS EXCEPT NO. 62 (SOS) Sierra Outdoor School and Grad-Nite

**CHARTER COACH/SCHOOL BUS**

	CITY	TIME/MILES	UP TO 35	43 TO 49	50	52	54	55	56	58	81	SCHOOL BUS 50 OR LESS
	16. Hanford	/ 106	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
	17. Hollywood	/ 446	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
	18. Kings Canyon National Park	/ 126	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
	19. Knots Berry Farm	/ 502	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
	20. La Brea Tar Pits	/ 450	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
	21. Lompoc	/ 404	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
	22. Long Beach	/ 508	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
	23. Los Angeles	/ 458	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
	24. Los Osos	/ 296	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
	25. Lemoore	/ 87	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
	26. LA Museum of Tolerance	/ 454	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
	27. Magic Mountain	/ 390	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
	28. Magic Mountain (Grad Nite)	/ 390	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
	29. Marine World Valejo	/ 398	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
	30. Mariposa	/ 148	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
	31. Merced	/ 132	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -







DATE \_\_\_\_\_

**CHARTER COACH/SCHOOL BUS**[illegible]



CLOVIS UNIFIED SCHOOL DISTRICT  
NONCOLLUSION DECLARATION

BID 2851

Charter Bus Service

State of California )

) ss.

County Of Fresno )

I, \_\_\_\_\_, being duly sworn, declare that I

am \_\_\_\_\_ of \_\_\_\_\_

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_  
California.

\_\_\_\_\_  
Signature



## SPECIFICATIONS

### CHARTER BUS TRANSPORTATION

- A. Term. The successful bidder(s) shall be awarded a contract effective **July 1, 2021 and run through June 30, 2022**. Award period will be in accordance with Section 17596 of the Education Code of the State of California. The District may, according to the State of California Education Code, option to extend the contract an additional two (2) years beyond the original contract period. The District intends to award contracts to multiple vendors. Services will be contracted based on priority of pricing, availability, and service. The rates shall be subject to adjustment upward or downward once each year commencing with the beginning of the second year in the contract period. Rate increases shall not exceed the Non-deficeted Revenue Limit Cost of Living Allowance (COLA) as determined by the State of California for that fiscal year. The district reserves the right to reject said price changes and cancel remaining balance of contract, if in the best interest of the District.
- B. Fuel Escalator Clause. Because of the volatility in the fuel market, CUSD will allow for successful bidder(s) to submit base price adjustments on a quarterly base (Oct. 1<sup>st</sup>, Jan. 1<sup>st</sup>, April 1<sup>st</sup>, and July 1<sup>st</sup>). **Requests must be made in the form of a percentage increase/decrease of the original base bid amounts for each quarter.** Requests for contract price adjustments must be received at CUSD Transportation ten (10) business days prior to the quarterly date referenced above; example: 1<sup>st</sup> adjustment notice is due no later than Sept. 18<sup>th</sup>, 2021. The requests must be sent to CUSD Transportation, Attn: Sheryl Boe, 1490 Herndon Avenue, Clovis Ca. 93611. If adjustment request is not submitted for a particular quarter, the chargeable rate will remain at the previous quarter amount.
- C. The Clovis 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 requires 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 whether or not passengers are students or adults on school or District related activities utilizing either public or private funds. The District understands that SPAB requirements are invalid outside of California, but upon re-entering California, SPAB regulations are in effect and the responsible contractor shall notify his terminal closest to the point of re-entry as soon after re-entry into California as is possible.
- D. 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, California Highway Patrol and Department of Motor Vehicles. Your signed bid will be considered a declaration that such equipment does, in fact, meet all safety regulations. In addition SPAB carriers will provide to the Transportation Department by **August 1<sup>st</sup>** of each contract year a current copy of: (1) The most recent CHP terminal inspection; (2) a list of SPAB certified buses in the fleet (include bus number, VIN, license, and last inspection date by CHP on each bus), and (3) a complete list of all SPAB drivers (include name, CDL number, expiration date, medical expiration date.) Contractor shall notify the District in writing within ten days of any additions or deletions of equipment.



E. Successful bidder(s) shall maintain insurance adequate to protect them from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death, and damage to property, which may arise from bidder's operations under the contract. 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 \$5,000,000 combined single limit or \$2,000,000 per person, \$5,000,000 per accident. Property Damage shall be \$5,000,000 per loss. Contractors will be required to name the District as an "Additional Insured" on the policy. The policy period shall be continuous through the term of the agreement and it shall be valid and non-restrictive for interstate travel. If the Insurance Policy is revoked or allowed to lapse, this contract becomes null and void with that carrier.

F. Award: publicly funded trips; privately funded trips

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. Therefore, 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. Should the District choose a multi-day trip, the District's Transportation Department will request bids for the trip from all District approved contractors. Said bids are to be in writing when possible. Award will be made to the lowest bidder in succession as previously described. 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 Transportation Department.
2. Privately funded trips. All conditions required in Part F.1 above shall apply herein Part F.2 for privately funded trips except that requesters may specify to the Director of Transportation which carrier they wish to use regardless of the carriers ranking as a low bidder. As the coordinator for all trips the Director of Transportation or the designee will advise the requester of the lowest approved (bid) carrier available for the trip but the requester is not obligated to use the lowest bid carrier. Only carriers from the District's Approved Charter Bus Contractor List - **2021-2022** will be considered.

ONLY ORDERS, VERBAL OR WRITTEN, PLACED BY THE TRANSPORTATION DEPARTMENT WILL BE ACKNOWLEDGED AND AUTHORIZED BY THE DISTRICT.

Individuals or companies that are interested in receiving a summary of quotes for a trip that is scheduled as a multi-day trip, must submit in writing a request to the Director of Transportation or the designee within ten (10) days of award for that particular trip.

**\*\*ALL TRIPS SHALL BE INVOICED WITHIN 21 DAYS OF COMPLETION OF TRIP.\*\***



- G. The District will not accept any rate adjustments during the contract period unless such adjustments will be in the District's best interest as determined by the Purchasing Department. If rates change according to the trip and the number of buses used, or if there are rates/charges other than those requested for which you would charge the District, it must be so stated in the bid. Attach additional pages to the bid if necessary to add to or clarify your bid. The District will not honor any charges not specifically listed in the bid or governed by law. Trips booked prior to **July 1, 2021** will be at the old rate and will remain with the original bidder.
- H. The District agrees that Contractors may charge two hundred fifty dollars (\$250.00) as a cancellation charge per bus provided said cancellation notice is given by the District's Director of Transportation or their designee less than two weeks from the date of departure. On multi-day trips cancellation charges shall be two hundred dollars (\$200.00) for the first day, then if bus is not re-booked with some other trip, one hundred fifty dollars (\$150.00) for second day, and one hundred dollars (\$100.00) for third and final date. A contractor, if canceled from a three day trip within the two week time frame and unable to re-book bus, could receive \$450.00 cancellation fee from the District. Conversely, the District reserves the right to assess the Contractor equal damages should the Contractor fail to provide two weeks notice of cancellation of equipment and/or trip. 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 but, it recognizes that there may be a valid reason for a contractor to occasionally cancel a trip. 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 submitted in writing to the Director of Transportation no later than five (5) calendar days from the date of cancellation. 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 Associate Superintendent for Business shall prevail and be final. Reasons for cancellation not judged valid shall be subject to a cancellation charge of two hundred fifty dollars (\$250.00) per bus. Whereas, consideration is given the Contractor in that he/she is in the business of transporting people for a price and that said business is dependent upon sound management in scheduling and reservations, the following is agreed:
1. Cancellation two weeks or more prior to the trip date shall not cause any contractual liability to the Contractor unless said cancellation causes a hardship to the District in which case the contractor agrees to provide alternate transportation at no additional cost that is satisfactory to the District. It will be the responsibility of the contractor making the cancellation to secure another a bus or buses for the scheduled trip when possible.



2. A cancellation less than two weeks prior to the trip date shall be considered a violation of the contractual agreement whatever the reason, the Contractor agrees to pay the difference between what he/she would have charged and the actual cost of the trip as invoiced by another District approved contractor.
  3. Above paragraphs one and two notwithstanding as an acceptable alternative to cancellation, the District feels that subcontracting with another District Approved Contractor is the preferred option so long as the District is charged no more than the defaulting contractors price. A contractor who subcontracts a trip must notify the Transportation department and receive approval prior to departure of trip. Payment will be made to original contractor and he/she will be responsible for payments to subcontractors.
  4. The District or an approved bidding contractor 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.
- I. The District may charge a fee of Fifty Dollars (\$50.00) for any delay of fifteen minutes, One Hundred Dollars (\$100.00) for any delay of thirty minutes, One Hundred Fifty Dollars (\$150.00) for delays forty-five minutes and a Two Hundred (\$200.00) for delays over forty-five minutes. These charges are assessed per bus.
  - J. 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. Contractor shall notify District of these expenses within ten (10) days of the completion of the trip.
  - K. Approved Charter Bus Contractor List may/or may not physically exist in any form other than the Bid Summary which is sent to all bidders.
  - L. Discount 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 bid.
  - M. Premium rates that are additional to bid prices for weekend, time of the year or special event charter will not be considered.
  - N. The District may request transportation services verbally or in writing. However, ALL orders must be acknowledged by the Contractor within **two (2) calendar days** from the date of the order on the Contractors standard confirmation form. In the event the District does not receive a confirmation, the District may choose to nullify the request and move to the next responsible bidder.

- O. The District recognizes its liability toward vandalism to the Contractors property by its passengers. Damage is to be reported to the District person in charge prior to departing site after completion of trip. 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. Two written estimates for repair must be submitted to the Director of Transportation for approval prior to repairs being made. No compensation will be given to the Contractor for such damage unless authorized by the Director of Transportation.
- P. Bidders must complete column (1) "Time" and column (2) "Miles" on the Bid Form to indicate to the District the basis upon which prices for each trip is calculated. Mileage is to be quoted on the most direct route. Where bidder enters both time and miles it shall be presumed that all rates are based on actual live miles or actual hours necessary to complete the trip, which is greater.
- Q. All prices shall be typewritten on Bid Forms and stated in whole dollars (no cents or decimal points). Leave spaces blank if no price is shown. Prices shall include all applicable taxes.
- R. If feasible, lodging costs for Day Trips less than 24 hours which require driver down time must be booked by the Charter Bus Service and the cost of lodging billed to CUSD. Maximum reimbursement by CUSD for bus driver day trip lodging will not exceed one hundred dollars (\$100) per bus driver. A copy of lodging invoice must accompany request for reimbursement.
- Lodging costs for bus drivers on overnight trips that require student lodging will be booked by Clovis Unified School District and will be paid directly to the lodging facility by CUSD.
- S. If an extra driver is required the District will pay at a maximum rate of \$150.00 per day per driver plus .50 cents per mile (round trip mileage) plus room charge as stated in paragraph Q.
- T. Drivers meals shall be the responsibility of the contractor. In the event of unknown conditions (drivers exceeding itinerary) the District will reimburse contractor at a rate not to exceed the following: Breakfast - \$5.00, Lunch \$7.00, Dinner - \$15.00.
- U. The District requires all equipment used by bidders to carry a minimum ten unit First Aid Kit.
- V. The District requires on trips using more than one bus that all buses travel together whether they are the same or different carriers unless directed otherwise by the group leader.
- W. The District requires bus to bus communication and emergency communication. Cellular phone hook-up, while not required, is preferred.
- X. The District reserves the right to suspend a contractor for a period of three months with a maximum suspension of six months for excessive equipment failure and/or breakdowns or for violations of this contract. Continued violations by contractor may result in being suspended indefinitely from doing business with the District.



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

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

1. State law prohibits tobacco or use of tobacco on any school property.

2. Drivers may be required to assist in the loading or unloading of luggage as required by group.

3. District Board Policy 8301 that pertains to SPAB use status.

A. Procedures for operation of school buses and SPAB operations when atmospheric conditions reduce visibility to 200 feet or less.

1. Out of town activity trips will be reviewed and if needed, delayed until such time conditions improve. Out of town or late activity trips may be cancelled due to these conditions.

2. In the event that a driver is out on either a home to school or extra-curricular activity run, and encounters reduced visibility which in their opinion causes it to be unsafe for continued driving, the driver has the responsibility to pull the vehicle over in a safe location. They will wait there until conditions improve. Drivers shall notify or cause to be notified the CUSD Transportation Department as soon as possible. This will allow us to notify the affected school sites or parents of the delay.

B. Bus safety instruction and evacuation drills.

1. In addition to Board Policy, the state law requires safety instructions be given to all pupils regardless of grade level prior to departure on each school activity trip. The instructions must include the locations of emergency exits and locations and use of emergency equipment. This applies to both school buses and school pupil activity buses (SPAB).

C. Procedures and Standards for a School Pupil Activity Bus – SB 1072 (SPAB)

1. After pupils have exited a school pupil activity bus, and before driving away, the driver shall check all areas of the bus, including, but not limited to, overhead compartments and bathrooms, to ensure that the bus is vacant. The driver shall sign a form with the time and date verifying that all required procedures have been followed. The information required above may be recorded on a single form. These forms shall be retained by the school district, outside contractor/SPAB Company for a minimum of two years.



D. Requirements for riding a school bus or School Pupil Activity Bus.

1. Follow the instructions of your bus driver.
2. Board your bus in an orderly manner and take your seat immediately.  
Remain in your seat while your bus is in motion.
3. Students must face forward with both feet on or toward the floor.
4. Alcoholic beverages are forbidden by state law on school buses and SPAB buses.

**POSTED BUS RULES OF CONDUCT**  
**ALL SCHOOL AND CUSD REGULATIONS**  
**APPLY WHEN ON OR NEAR A SCHOOL BUS!**

1. Fighting (physical contact)\*\*\*, fighting (verbal altercation)\*\*, threatening behavior and/or harassment\*\*\*, of any kind is prohibited.
2. Weapons, smoking, laser pens, drugs, or alcohol is forbidden on or near a school bus.\*\*\*
3. Cross the street in front of the bus and only under the supervision of your bus driver.\*\*\*
4. Follow the instructions of your bus driver at all times.\*\*
5. Students are to remain seated and facing the front while the bus is in motion. \*\*
6. Keep your arms and head inside the bus at all times.\*\*
7. Profanity, indecent language, or obscene gestures is prohibited.\*\*
8. Any property defaced or destroyed on the school bus will be paid for by the student and/or parent/guardian.\*\*
9. Eating, drinking, and chewing gum are prohibited.\*\*
10. Spitting or throwing objects on the bus or out the window is prohibited.\*\*
11. Loud or boisterous noises, singing or whistling will not be permitted.\*
12. Glass objects, inflated balloons, cleats, radios, tape recorders, roller blades, or skateboards will not be permitted.\*
13. Animals or insects (dead or alive) are not allowed on the bus.\*

*Failure to comply with these rules will result in the following: \*\*\*Zero Tolerance - 10 day suspension from bus*

Failure to abide by one or more of these rules may result in the loss of bus riding privileges.

Passengers are to follow the instructions of the bus driver. All school and CUSD regulations apply while the students are aboard the bus. On field trips where there is an adult supervisor, the adult supervisor must work under the direction of the bus driver to assure bus safety and assist the driver in maintaining proper student behavior.

Each bus driver will be responsible for the bus and for all passengers at all times, except when students are under the sole jurisdiction of a faculty member at the activity or event which they are attending.

## Health Screening

Contractor shall require each service provider who provides services to Clovis Unified School District to conduct screening and/or testing for symptoms of COVID-19.

Such screening or testing, at a minimum, shall:

- (1) be conducted at least daily and before a service provider renders services to the District; and
- (2) comply with requirements or recommendations by federal, state, and/or local health officials that are in effect at the time the service provider is providing services to the District.
- (3) The screening may be in the form of the COVID-19 Service Provider Screening Tool included in this packet, which the District may modify to reflect developing requirements or recommendations from federal, state, and/or local health officials. If any service provider tests positive on any indicators of the self-screening tool, he/she must contact the contractor's assigner and remove himself/herself from service until he/she has no positive indicators on the self-screening or he/she has tested negative for COVID-19. It is the responsibility of the contractor's assigner to replace that service provider with a new service provider, who has no positive indicators on the self-screening tool or has tested negative for COVID-19. Contractor shall also require each service provider who provides services to the District to wear face coverings and/or other personal protective equipment as required or recommended by federal, state, and/or local health officials. In the event that the requirements or recommendations of federal, state, and local health official's conflict, contractor shall require each service provider to comply with the requirement/recommendation that is stricter. Contractor shall not allow any service provider who has tested positive for COVID-19, has symptoms of COVID19, or has any positive indicators on the self-screening tool to provide services for the District
- (4) If service provider has no fever or respiratory symptoms, they can provide service AFTER washing their hands and need to follow social distancing as appropriate for service being provided
- (5) Masking with cloth mask and physical distancing (6 feet apart) is required when providing service in district, especially when around district students and staff.



## FORM WITH BID RESPONSE COVID-19 SERVICE PROVIDER SCREEN TOOL

**All contractor service providers are required to “self certify” by answering the questions below prior to entering their assigned Clovis Unified School District service location and coming into contact with students and staff.**

1. Feeling fever/chills, body aches, headache, repeated shaking/tremors, fatigue, nausea, vomiting, or diarrhea?	YES or NO	If yes → go home
2. New or worsening respiratory symptoms? (Shortness of breath, cough, congestion/runny nose, sore throat, or new loss of taste or smell)	YES or NO	If yes → go home
3. Has anyone in your household been confirmed or have you had close contact with anyone diagnosed with COVID-19 in the past 14 days?	YES or NO	If yes → go home
<p><b>If you answer "yes" to any of the questions, you <u>must</u> report possible COVID symptoms to your supervisor to comply with Health Department contact tracing. Please stay home or go home and follow the isolation guidelines.</b></p>		
<p>If you answered YES with symptoms: Isolation until the following requirements have been met:</p> <ul style="list-style-type: none"> <li>a. 10 days since symptoms first appeared <b>and</b></li> <li>b. 24 hours (1 day) with no fever (without the use of fever-reducing medicine) <b>and</b></li> <li>c. other symptoms have improved</li> </ul> <p>If you test negative, you may return sooner when symptom free for 24 hours (1day) with no fever (without the use of fever-reducing medicine).</p>		

Answered YES to BOTH Questions 1 AND 2:

Service Provider needs to stay home and self-isolate until he/she is asymptomatic for three (3) days without the use of any medications, and it has been at least 7 days since the first day of their symptoms. Service provider MUST ensure coverage of District contracted service event.

Answered YES to ONLY Question 2: If symptoms are secondary to underlying disease (such as allergies or asthma) and not worsened compared to baseline, then service provider can report to district location. If symptoms in Question 2 are NEW, service provider needs to follow the same instructions as noted if both Questions 1 AND 2 are YES. Service provider MUST ensure coverage of District contracted service event.

**Contractor to acknowledge screening requirements noted above and return this form with bid response.**

I acknowledge health screening requirements and the mandate to meet all stated screen requirement as terms and conditions of providing services to the District.

\_\_\_\_\_  
Name of Contractor  
By : \_\_\_\_\_ Date: \_\_\_\_\_

**AB 951 (Lieu) and AB 636 (Jones)**  
**Charter-Party Carriers Compliance Form**

Effective January 1, 2010, all Charter Companies must be fully compliant with the new regulations for the State of California AB 636 and AB 951. Please review the attached documents.

Sign and date this form confirming that your company is fully compliant with these new regulations.

AB 636 (Jones)

Charter-party carriers: Bus drivers                      Compliant?    Yes\_\_\_\_            No\_\_\_\_

AB 951 (Lieu)

Charter-party carriers                                      Compliant?    Yes\_\_\_\_            No\_\_\_\_

Date: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

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

## **AB 636 (Jones)**

### ***Charter-party carriers: busdrivers.***

LEGISLATIVE COUNSEL'S DIGEST

AB 636, as amended, Jones. Charter-party carriers: busdrivers.

(1) The Passenger Charter-Party Carriers Act, with certain exceptions, prohibits a charter-party carrier of passengers from engaging in transportation services subject to regulation by the Public Utilities Commission without obtaining a specified certificate or permit, as appropriate, from the commission. The act makes it unlawful, among other things, for the owner of a charter-party carrier of passengers to permit the operation of any vehicle upon any public highway for compensation without having obtained from the commission a certificate or permit, as specified, pursuant to the act.

This bill would require the commission to permanently revoke the authority to operate a charter-party carrier or to permanently bar from receiving a permit or certificate from the commission a charter-party carrier that, among other things, operates a bus without having been issued a permit from the commission, operates a bus with a permit that was suspended by the commission for specified reasons, has one or more buses improperly registered with the Department of Motor Vehicles, or knowingly employs a busdriver who has not been issued the required driver's license of the proper class, a passenger vehicle endorsement, or the proper certificate to drive a bus. The bill also would suspend for a period of 5 years a person who drives a bus for a charter-party carrier without having been issued the proper driver's license of the proper class, passenger vehicle endorsement, or the required certificate from driving a bus of any kind. The bill would require the Department of Motor Vehicles to refuse to issue or renew, or to suspend or revoke, that person's passenger vehicle endorsement and would provide that such a person would be ineligible for a passenger vehicle endorsement that would permit him or her to drive a bus, as defined, for 5 years.

The bill would also authorize a charter-party carrier subject to the bar described above, that has received a notice of refusal or revocation of its permit to operate pursuant to these provisions, to submit a written request for a specified hearing within 15 days after the mailing of the notice.

The bill would authorize an officer of the Department of the California Highway Patrol to impound a bus of a charter-party carrier that is operating a bus without having been issued a permit or certificate from the commission, operates a bus with a suspended permit or certificate from the commission, or is operating a bus that is being driven by a driver to whom the appropriate driver's license of the proper class, a passenger vehicle endorsement, or the required certificate has not been issued. The bill would also prohibit the commission from issuing a new permit or certificate to operate a charter-party carrier if an officer, director, or owner of that charter-party carrier was an officer, director, or owner of a charter-party carrier that has its authority to operate as a charter-party carrier permanently revoked by the commission or was permanently barred from receiving a permit or certificate from the commission pursuant to these provisions.



(2) Under existing law, a violation of the Passenger Charter-Party Carriers Act, or a violation of an order or direction of the commission issued pursuant to the act, is a crime.

Because the provisions of this bill would be a part of the act and because a violation of those provisions or of an order or decision of the commission implementing those provisions would be a crime, the bill would impose a state-mandated local program by creating new crimes.

(3) Existing law requires the clerk of a court in which a person was convicted of a violation of the Vehicle Code to prepare within 5 days after conviction and immediately forward to the Department of Motor Vehicles an abstract of the record of the court covering the case in which the person was so convicted.

This bill would expand the Vehicle Code violations that the clerk of a court is required to report to the department to include violations of specified provisions of the Public Utilities Code, which include driving a bus for a charter-party carrier without having a current and valid driver's license of the proper class, a passenger vehicle endorsement, or the required certificate, as specified.

*(4) This bill would incorporate additional changes in Section 1803 of the Vehicle Code proposed by AB 134, that would become operative only if AB 134 and this bill are both chaptered and become effective on or before January 1, 2010, and this bill is chaptered last.*

~~(4)~~

(5) This bill would become operative only if AB 951 of the 2009-10 Regular Session is enacted and becomes operative on or before January 1, 2010.

~~(5)~~

(6) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.



To: Whom It May Concern

Re: New Law Affecting Contractors with School Districts

This letter is to inform you that a recently-enacted California law may have an effect on you and your employees. Chapter 588 of the Statutes of 1997 was signed by Governor Wilson on September 30, 1997, and took effect on that day as urgency legislation.

### Fingerprinting Requirements

The bill known as the Michelle Montoya School Safety Act, added Section 45125.1 to the Education Code. The new code section applies to any entity that has a contract with a school district, county board of education, or county superintendent of schools to provide services such as janitorial, administrative, landscape, transportation, food-related or similar services. The inclusion of "similar services" is interpreted as extending application of the section to other types of contract services not expressly listed, where the contractors will be working on school grounds. If the employees of such an entity 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 that department.

The Department of Justice shall ascertain whether the individual has been arrested or convicted of any crime. If the Department determines that the individual has been convicted of a violent or serious felony, or has a pending criminal proceeding for such a felony, it must notify you, the employer, of that information. A violent felony is any felony listed in Penal Code Section 667.5 (c) and a serious felony is any felony listed in Penal Code Section 1192.7 (c).

### Important Restrictions

An entity to which this law applies may 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.

An entity to which this law applies may not permit an employee who has been convicted of a violent or serious felony to come in contact with pupils.

### Certification to the Governing Board

New Education Code Section 45125.1(f) provides that the entity must 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. In addition, the entity must provide to the board a list of the names of its employees who may come in contact with pupils, so that the board can provide relevant lists of employee names to the appropriate school sites within its jurisdiction.

#### **Governing Board**

Hugh Awtrey

David DeFrank

Steven G. Fogg, M.D.

Susan K. Hatmaker

Yolanda Moore

Elizabeth J. Sandoval

Tiffany Stoker Madsen

#### **Administration**

Eimear O'Farrell, Ed.D.  
*Superintendent*

Norm Anderson  
*Deputy Superintendent*

Robyn Castillo, Ed.D.  
*Associate Superintendent*

Corrine Folmer  
*Associate Superintendent*

Barry S. Jager, Jr.  
*Associate Superintendent*

Michael Johnston  
*Associate Superintendent*

### Exceptions

These new requirements do not apply to an entity providing services to a school district in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.

These new requirements do not apply when the school district determines that the employees of the entity will have only limited contact with pupils. In making this determination, the district shall consider the totality of the circumstances, including factors such as the length of time the contractors will be on school grounds, whether pupils will be in proximity with the site where the contractors will be working, and whether the contractors will be working by themselves or with others.

### Time for Compliance

An entity which had a contract with a school district as described above on September 30, 1997 must complete these requirements within 90 days of that date.

### Applicability to Your Entity

Our records indicate that your entity currently has a contract with this district to provide services and/or deliver products. For this reason, you must submit to the Department of Justice fingerprint cards for all of your employees who may have any contact with pupils (See attached Transmittal Form JUS 203). In addition, you must submit Contractor's Certificate Form which is attached certifying to the Purchasing Department, that none of your employees who may come in contact with pupils have been convicted of a violent or serious felony (see enclosure for examples). If you believe that your entity is one whose employees have only limited contact with pupils and should therefore be exempted from these requirements, complete the Limited or No Student Contact Form, which is also attached, and forward to the Purchasing Department for review.

Please feel free to call the Purchasing Department at (559) 327-9482, if you have any questions about this notice.

Yours truly,

Tracy Ogle  
Buyer II

TO:kdr

Enclosures

fingprt.ltr



## VIOLENT FELONIES

Offenses which are violent felonies under Penal Code 667.5 (c) include:

Murder or voluntary manslaughter;

Mayhem;

Rape or spousal rape by force, violence, duress, menace, or fear of bodily injury or by threat to retaliate;

Sodomy by force, violence, duress, menace or fear of bodily injury;

Oral copulation by force, violence, duress, menace or fear of bodily injury;

Lewd acts on a child under age fourteen;

Any felony punished by death or by life imprisonment;

Any felony in which great bodily injury is inflicted or in which the defendant personally uses a firearm;

Robbery in an inhabited dwelling where the defendant personally uses a dangerous or deadly weapon;

Arson when willful and malicious;

Rape with a foreign object by force, violence, duress, menace or fear of bodily injury;

Attempted murder;

Exploding or attempting to explode a destructive device with intent to murder;

Kidnap of a child under age fourteen for the purpose of child molestation;

Forcible kidnap of a child under age fourteen;

Continuous sexual abuse of a child;

Car jacking when the defendant personally uses a dangerous or deadly weapon.

## SERIOUS FELONIES

Offenses which are serious under Penal Code 1192.7(c), but are not included in the felony list, include:

Nonforcible rape;

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, when not willful or malicious

Exploding a destructive device or explosive with intent to injure (but not to murder);

Explosion causing great bodily injury or mayhem;

Burglary of inhabited dwelling;

Robbery, except of an inhabited dwelling, and except with personal use of a dangerous or deadly weapon;

Kidnapping a person fourteen years or older;

Prison inmate taking a hostage;

Attempt to commit any felony punishable by death or life imprisonment;

Any felony in which the defendant personally uses a dangerous or deadly weapon, except robbery or car jacking;

Sale or furnishing heroin, cocaine, PCP, or methamphetamine to a minor;

Grand theft involving a firearm;

Car jacking, except with personal use for a dangerous or deadly weapon;

Conspiracy to sell specified quantities of heroin, cocaine, PCP, or methamphetamine to a minor;

An attempt to commit any violent or serious offense, except assault.



# FINGERPRINTING INSTRUCTIONS

The Department of Justice has requested all contractors who require fingerprinting under the Michelle Montoya School Safety Act (Education Code Section 45125.1) to prepare and submit the required documents in the following sequences of events.

1. Complete form entitled Request for Authorization to Receive State Summary Criminal History Information and have the School District sign in the area of the form as indicated. Please submit it to the Department of Justice. The form will be reviewed by the Justice Department, signed and returned to the contractor along with a packet of information and instructions on how ☐Fingerprints☐ should be prepared for the Justice Department to process.
2. The Department of Justice will review the form, sign and return to the contractor along with a packet of information and instructions on how to submit fingerprints for approval.
3. The Justice Department will review fingerprints for State Compliance and if approved, will submit for processing. Note: If documents are incomplete, the Justice Department will return them to the contractor for clarification which could delay processing. Calling the Department of Justice at (916) 227-3829 before submitting fingerprints to assure all requirements have been completed would be recommended.
4. The Justice Department will issue a report of fingerprints submitted to the contractor. The contractor will complete the form entitled ☐Contractor☐s Certificate☐ and attach a list of employees who have been cleared by the Justice Department and submit it to the School District for their files.

EXHIBIT B

Send ***EXPEDITE SERVICE*** requests to:

California Department of Justice  
Applicant Expedite Service  
P. O. Box 903347  
Sacramento, CA 94203-3470

Send ***all other*** requests to:

California Department of Justice  
Central Services  
P. O. Box 903417  
Sacramento, CA 94203-4170

*For information on how to complete this form,  
call (916) 227-4145*

*Fees Subject to Change*

NOTE: If your employees resided in the State of California over two (2) years, you are required to submit clearance for the State level only; if your employees' residence in California is less than two (2) years, you will have to apply for ***BOTH*** State and Federal clearance.



**CLOVIS UNIFIED SCHOOL DISTRICT  
CONTRACTOR'S CERTIFICATE  
REGARDING FINGERPRINTING REQUIREMENTS  
Michelle Montoya School Safety Act (Education Code Section 45125.1)**

State of California                 )  
  )  
County of Tulare                         )

1. I acknowledge that pursuant to Education Code ☐ 45125.1(g), I shall not permit any employee to come in contact with pupils of the school district until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code 45122.1.
2. I have submitted fingerprints of all of my employees who may come in contact with the pupils of the school district, as required by Education Code ☐ 45125.1(a) and (d), to the Department of Justice to ascertain whether any of my employees has a pending criminal proceeding for a felony as defined in Education Code 45122.1 or has been convicted of a felony as defined in Education Code 45122.1.
3. I have received, as of the time of my signature on this document, a telephone call or written response from the Department of Justice.
4. I hereby certify that none of my employees who may come in contact with pupils has a pending criminal proceeding for a felony as defined in Education Code 45122.1, nor has ever been convicted of a felony as defined in Section 46282.1 (see attachment).
5. The names of each employee who may come in contact with pupils are listed on the attached sheet.

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

\_\_\_\_\_  
Proper Name of the Contractor

By:

\_\_\_\_\_  
Signature of CONTRACTOR

(In accordance with Section 45125.1 of the California Education Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**CLOVIS UNIFIED SCHOOL DISTRICT  
CONTRACTOR'S CERTIFICATE  
(LIMITED OR NO STUDENT CONTACT)  
REGARDING FINGERPRINTING REQUIREMENTS  
Michelle Montoya School Safety Act (Education Code Section 45125.1)**

State of California                    )  
County of Tulare                    )

Proper Name of Contractor:  
Supervisor/Foreman Name:  
Start Date:  
Completion Date:  
Location of Work:  
Hours of Work:  
Number of Employees on the Job:  
Location of All Employees:  
School Employees Present at Work Location:  
Pupils Present at Work Location:

I acknowledge that pursuant to Education Code ☐ 45125.1 the services provided by me are either of a limited nature of student contact or involve no contact with pupils. As such my employees do not need to have background checks per Education Code 45125.1.

**SITUATIONS:**

1. Contractor (including employees) will have no contact with pupils.
2. Contractor (including employees) will have limited contact with students.  
One or more of the following conditions must be met to meet the definition of limited contact:
  - X Delivery of goods or service is made directly to nonclassroom location on campus.
  - X Delivery of goods or service is made before or after school hours.
  - X Delivery of goods or service is made when school is not in session, i.e. weekend, holiday, vacation break.
  - X Delivery of goods or services is made only one to three times in a year and is not made on a yearly service contract.

If situation number 2 applies, list in detail the steps that are to be taken to protect the safety of pupils who may come in contact with the contractor's employees.

Safety Steps (explain in detail):

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

\_\_\_\_\_  
Proper Name of the Contractor

By:

\_\_\_\_\_  
Signature of CONTRACTOR

(In accordance with Section 45125.1 of the California Education Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



CLOVIS UNIFIED SCHOOL DISTRICT

PURCHASE ORDER CONTRACT SAMPLE

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between Clovis Unified School District, "District" and \_\_\_\_\_, "Seller" with respect to the following recitals:

1. District is a public school district organized and existing under the laws of the State of California.
2. Seller has received notice of an award pursuant to Bid 2851 for the delivery of certain equipment, services, or other articles "Service".

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Description of Service. Seller agrees to deliver to school District's receiving station indicated on Purchase Order No. \_\_\_\_\_, the following service:

**Bid 2851 Charter Bus Service**

2. Time of Commencement and Completion. The Service shall be delivered in full to the District within specified time stated in bid specifications Calendar days "Completion Date". Time is of the essence in this Contract.

3. Contracts. District agrees to pay Seller the sum of \_\_\_\_\_ (\$\_\_\_\_), following timely receipt of the Equipment/Supplies and submission of an invoice to District.

4. Liquidated Damages. Seller agrees to deliver the Service to District pursuant to the terms of this Contract by the Completion Date unless Seller receives a written extension of time for delivery from District. Seller's failure to deliver the Equipment on time shall subject Seller to liquidated damages. The actual occurrences of damages and the actual amount of damages which District will suffer if the Equipment is not delivered by the Completion Date is dependent upon many circumstances and conditions and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages occasioned by delay. Damages which District would suffer in the event of delay include loss of use of the Equipment, disruption of school activities, cost of administration and the

loss suffered by the public by reason of delay. Accordingly, the parties agree that the amount herein set forth as liquidated damages shall be presumed to be the amount of damages actually sustained by Seller's failure to deliver the Equipment by the Completion Date.

The amount of liquidated damages to be paid by Seller to District for failure to deliver the Equipment on or before the Completion date will be Two Hundred Dollars and 00/100 (\$200.00) for each calendar day by which delivery is delayed beyond the Completion Date, such amount being the actual cash value agreed upon as the loss to the District resulting from the Seller's default.

If Seller becomes liable for liquidated damages, District, in addition to all other remedies provided by law, shall have the right to deduct the amount owed as liquidated damages from the contract sum due Seller. In all events, Seller and its sureties, if any, shall remain liable to the District until all such liabilities are satisfied in full.

5. Conformance to Contract Documents. Seller agrees that the Equipment to be furnished pursuant to this Contract shall conform to all of the requirements set forth in the bid documents, specifications and any other writings which formed a part of the materials upon which the Seller was awarded this Contract.

6. Indemnity. Seller shall indemnify, hold harmless and defend District, and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from Seller's work under this Contract or for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District of Equipment supplied pursuant to this Contract.

7. Transportation Charges. Seller agrees to deliver all Equipment prepaid unless otherwise specified. All costs for delivery and packaging of Equipment are the responsibility of Seller unless otherwise stated.

8. Inspection. All Equipment furnished must be in conformity with the specifications and Contract documents and will be subject to inspection and approval by the District after delivery. District reserves the right to reject and return at the risk and expense of the Seller any portion of the Equipment



which may be defective or which fails to comply with the specifications in Contract documents.

9. Assignment of Contract. Seller agrees not to assign, transfer or convey any rights accruing under this Contract without the prior written consent of District.

10. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

11. Miscellaneous Provisions.

11.1 Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Fresno County, California.

11.2 Notices. Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

11.3 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the District and Seller and their respective successors and assigns.

11.4 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or under unenforceable any other provision hereof.

11.5 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.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Agreement. Seller, by the execution of this Agreement, acknowledges that Seller has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

12. TERMINATION. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at



law or under this Agreement. The parties may terminate this Agreement without cause by giving 90 days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

CLOVIS UNIFIED SCHOOL DISTRICT

BY \_\_\_\_\_  
Director of Purchasing

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
BY

\_\_\_\_\_  
Title

CLOVIS UNIFIED SCHOOL DISTRICT

Bid No. 2851

Charter Bus Service

ADDENDA

The undersigned acknowledges receipt of the following Addenda and the cost, if any, of such revisions has been included in the Lump Sum Grand Total of your bid.

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

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