

# **INVITATION TO BID**

STUDENT TRANSPORTATION HOME -TO-SCHOOL AUGMENTED SERVICES (AS -NEEDED) BID 24- 0844

Robert Aldama, Manger II
Purchasing Servic es
Sacramento City Unified School District
5735 47 th Avenue
Sacramento, California 95824

Email: Robert - Aldama@scusd.edu

Phone: 916 -643-9460

#### INSTRUCTIONS TO BIDDERS

Sacramento City Unified School District ("District") is seeking bids for student transportation home -to-school augmented servic es (as- needed).

#### Scope of Services

Contractor shall provide student transportation services, as required for students and other persons designated by the District for special education on an as -needed basis including, without limitation, transportation to and from home and schools for all bell schedules, including for ambulatory and non -ambulatory students with physical, mental, or emotional disabilities, and other destinations as required, including within the District and County of Sacramento, as designa ted by the District ("Services").

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- 11. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District. Any Addenda will be posted on the District 's website at www.scusd.edu .
- 12. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non -responsive. Each A ddendum shall be part of the Bid Documents. A complete listing of Addenda may be secured from the District.
- 13. Bidders shall submit the Non- Collusion Declaration with their bids. Bids submitted without the Non- Collusion Declaration shall be deemed nonrespons ive and will not be considered
- 14. All bids must be sealed and marked with name and address of the Bidder, the Bid number and time of bid opening. Bids will be received as indicated in the Notice to Bidders.
  - a. Mark envelopes with the name of the Contract: "Stud ent Transportation Home- To-School Augmented Services (As -Needed), Bid No. 24-0844"
  - b. Bids must be submitted to Sacramento City Unified School District , District Administrative Office, ATTN: Purchasing Services, 5735 47th Avenue, Sacramento, C alifornia 95824 by date and time shown in the Notice to Bidders.
  - c. Bids must contain all documents as required herein.
- 15. Bids will be opened at or after the time indicated for receipt of bids.
- 16. Pursuant to Education Code section 39802, the District seeks to procure the service at the lowest possible figure consistent with proper and satisfactory service. The District may award the Contract or Contracts to other than the lowest bidder. The District also reserves the right, at its sole discretion, to award multiple Contracts for services on an as needed basis to multiple, different bidders
- 17. The Bidder to whom a Contract is awarded shall execute and submit the following

- 18. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the DISTRICT, before 5:00 p.m. of the THIRD (3 rd) busines s day following bid opening.
  - a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
  - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
  - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
  - d. The protest must include the name, address and telephone number of the person representing the protesting party.
  - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have

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# BID FORM AND PROPOSAL

To:	Governing Board of Sacramento City Unified School District	(" District ")	
From:			

# B. CURRENT ORGANIZATION AND STRUCTURE OF THE BUSINESS

1.	For	r Firms that Are Corpora	tions:					
	a. b. c.	a. Date incorporated:  b. Under the laws of what state:						
		Name	Position	Years with Co.	% Ownership			
2.	For a. b. c.	Date of formation: Under the laws of what Provide all the following (10%) or more of the file	state: g information for each	partner who owns ter	n percent			
		Name	Position	Years with Co.	% Ownership			
3.	For	Firms that Are Sole Pro	•					
4.		Prims that Intend to Bio Date of commencement Provide all of the follow venture that expects to	nt of joint venture: ring information for		a member of the joint			
		Name of Firm		% of Owners Venture	ship of Joint			

C.	HISTORY OF THE BUSINESS AND ORGANIZATIONAL PERFORMANCE
	1.

9.	Describe your driver training program.
10.	Describe your safety program for drivers, including number of annual safety meetings, name/title/experience of person(s) responsible, accident rate for preventable and non -preventable accidents per thousand miles of operations.
11.	Have any of your drivers been involved in accidents involving injuries or death in the last 5 years?
	☐ Yes ☐ No
	If "yes," please explain.
	VEHICLE INFORMATION
12.	Describe the types of vehicles that will be provided, including the make, model, type, and year of manufacture.
13.	Describe your program and schedule for preventative maintenance and repair of vehi cles, including location of maintenance facilities, name/title/experience of personnel responsible for management of the facilities, method of evaluating road failures or vehicle breakdowns and procedures to reduce repetitive failures, and name/title/experience of personnel or contractor who will service and repair the vehicles.
14.	Have any of your vehicles been involved in accidents involving injuries or death in the last 5 years?
	☐ Yes ☐ No
	If "yes," please explain.
	LICENSES

# **DISPUTES**

been debarred, disc	ast 5 years, has your firm, or any owners, officers or partners, qualified, removed or otherwise prevented from bidding on, or otherwise with a public entity?
☐ Yes	□ No
	ase explain, including the name of the person who was associated mpany, the year of the event, owner, owner's address and basis 3863

of a line of credit — may also be attached; however, it will be considered supplemental information only, and is not a substitute for the required audited or certified financial statement.

I certify under penalty of perjury under the laws of the State of California that the foregoing

#### **CERTIFICATION**

is true and correct:

Date:

Legal Name of Bidder:

Signature by an officer of the Bidder:

By:

(Print Name)

Title:

# EXH IBIT A

Reference #\_\_\_\_:

a.

# BID BOND

(Note: If Bidder is providing a bid bond NOT a surety company form.)	as its bid security, Bidder must use this form,
KNOW ALL PERSONS BY THESE PRESENTS:	
That the undersigned	
and	
corporation organized and existing under and and authorized to do business as a surety in the unto the Sacramento City Unified School District California, as Obligee ("Obligee"), in the sum of T money of the United States of America, for the pay we, and each of us, bind ourselves, our heirs, executionally, firmly by these presents.	State of California, are held and firmly bound t ("District") of Sacramento County, State of Thousand Dollars (\$10,000.00) lawful
THE CONDITION OF THIS OBLIGATION IS SUC to the District for all Services specifically desc Transportation Home -To-School Augmente ("Contract").	•

# NON-COLLUSION DECLAR ATION

company, association, organization, or corporation. The bid is genuine and not collusive or sham.

I am the		_ of,
	[Title]	[Name of Firm]
the party making th	ne foregoing bid.	
The bid is not m	ade in the interest of, or on	behalf of, any undisclosed person, partnership,

The bidder has not directly or indirectly induced or solicited any other biddeirany othe esolt12 05 (i)-alolo6 (o)-3.5 f (a)4.6a.3

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

The undersigned declares:

**DISTRIC**T

Sacramento City Unified School District 5735 47th Avenue, Sacramento, CA 95824 ATTN: Robert Aldama,

Purchasing Manager II

Robert- Alda ma@scusd.edu

Contractor

[Contractor Name]

[Address 1]

[Address 2] [City, State Zip]

ATTN: [Name, Title]

[Email]

Any notice personally given or sent by electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3)

shall state that not less than thirty (30) days written notice shall be given to
District prior to cancellation; and, shall waive all rights of subrogation.

Contractor shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Contractor shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event

38. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will Il not be affected, impaired or invalidated nevertheless continue in full force and effect, and sha in any way. 40. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the governing board of District . 41. Calculation of Time. For the purposes of this Agreement, "days" refe rs to calendar days unless otherwise specified. Signature Authority. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. 44. Incorporation of Recitals and Exhibits. The Recitals a nd each exhibit attached hereto are hereby incorporated herein by reference. IN WITNESS WHEREOF , the Parties hereto have executed this Agreement on the date indicated below. Dated: , 2023 Dated: \_\_\_\_\_\_, 2023 Sacramento City Unified School District [Contractor]

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

Print Name: Jesse Castillo

Print Title: Interim Chief Business Officer

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

Print Name:

Print Title:

# EXHIBIT "A"

# Scope of Services

### STUDENT TRANSPORTATION SERVICES

Contractor shall provide to District the following services:

Contractor shall pro

#### Students

Pupils to be transported may require speci all care due to various types of disabilities. It is the intent of the District that transportation is furnished under the most favorable circumstances, in a friendly atmosphere, and with a minimum exposure to hazards which might result in injury or discomf ort.

Pupils are expected to behave in a safe manner while being transported; the Contractor's drivers and aides or District's aides (when provided) shall be expected to keep order among the pupils and to report any improper conduct. Drivers shall not require any pupil to leave the vehicle before reaching his/her destination.

District may request specialized training of Contractor's staff for purposes of students' Individual Education Program (IEP) needs. District may assist in providing or directing such sp ecialized training.

In case of pupil illness, absence, or emergency, the parent of each child shall be responsible for notifying the Contractor that the child shall not be picked up. Contractor shall notify the District of any pupil who has not ridden a ve hicle for a three (3) day period or of any pupil who no longer needs services. Any other exceptions to the regularly scheduled pick - up and delivery points shall be subject to the approval of the District.

Student behavior problems shall be reported in the following manner: Contractor's drivers or aides or District's aides (if provided) write up the student's behavior and submits it to the District designee. District may require Contractor reports to be on a form provided by District.

Contractor Responsibil ities

Provide routing services and utilize all routes in suchTc 0 Tw 12 12.988 0 Td (4 (i)-20.2 (c)-2 (e)0 12 12.988 0 (u4())

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

#### First Aid Kits

Each vehicle sh all be equipped with an approved first aid kit and a blood borne pathogen kit. Kits are to be inspected and supplies replenished on a systematic basis by the Contractor. Contractor will provide First Aid and CPR subject to Contractor's guidelines, a copy o f which will be provided to District. Contractor will not provide other medical services, including, but not limited to: DiaStat; Versa Magnet; or Tracts and tube medical procedures unless such services are required of a private student transportation contractor by state or federal law.

Equipment Required by Law, Rule or Regulation

Contractor shall supply and ensure that all of the vehicles have all such equipment, not otherwise specifically mentioned in these Specifications, which is required by federal, state or loca(s)8.9 StaeStas 7aeraficd e rc ffong.6 (q)-81 (7)9()12.7 (i)-20.2 (s)

personally travel each route with the assigned driver at least one each year to survey the driver's performance, route hazards, and equipment efficiency.

#### Employee Performance and Replacement

All personnel assigned to perform under the Contract shall be subject to continuous approval by the District. If the District di sapproves of any Contractor personnel, for any reason and in District's sole discretion, then Contractor shall replace such personnel immediately. Any request to remove an employee from service under the Agreement shall be in writing, with the reasons stat ed forth therein, and shall not be in violation of any federal, state or local law. Contractor's failure to timely replace any of its personnel shall be a material default under the Contract. Notwithstanding the generality of the foregoing, in the event of any material egregious issue concerning any of Contractor's personnel, District shall have the right, but not the obligation, to demand that Contractor promptly resolve the situation to District's satisfaction. For purposes of this paragraph, a "material egregious issue" shall mean: (a) an act or omission by any Contractor personnel that constitutes gross negligence, willful misconduct, or a violation of applicable law or District policy; (b) an act or omission, or alleged act or omission, by Contractor pe rsonnel that endangers or is likely to endanger the safety, health, or well -being of any District; (c) any repeated default by Contractor personnel, such as repeated late arrivals.

#### Training and Safety Program

The Cono o om3(g)0.5 ()0.6 (o)80.5 () a)2.6 (n)-1.6 ()02 (os9 (d)0.6 (m)1. ()02 (o5 (e)06.22(o)80.5 )02 (o5 (e)06-20. eo vkgeeer m -142 anel,s k lite -142 a -8.7 (h)-10.5 (e)0.6 ()-1J -0213r 6cTd [(b)-141 (a)-6.4 (f)-14.5 (e)0.6 (l)-20.7 (or-20.7 (c)-20.7 (c)-20.

#### Use of Tobacco Products

The use of tobacco and/or tobacco -like products of any kind is forbidden in the student transportation vehicles or on property owned or leased by the District, whether passengers are in the vehicle or not. The restriction applies to students, aides, drivers, Contractor management staff and maintenance staff.

#### REPORTS AND DISTRICT FORMS

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

#### Pupil Transportation Incident/Accident Reports

This report describes all incidents, accidents or injuries occurring on District routes or trips, including route segments to and from the terminal, whether or not students are in the vehicle. Written follow -up reports stating corrective action taken shall be submitted within twenty -four (24) hours after the occurrence. Verbal notice must be given to District within one (1) hour of the accident. Police reports, where applicable, are to accompany each acc ident report.

#### Driver - Route List

A list that identifies drivers by route is to be submitted in electronic form prior to providing the Services and continuously updated by the Contractor when changes occur. The list shall also include names of drivers who are assigned as spares or stand by drivers.

#### Incident/Complaint Form

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

#### Driver/Incident Complaint Form

Contractor shall create and provide a form meant to inform the District in writing of an incident or complaint about students, to report difficul ties at a school site or with a parent, or to record any unusual incident involving a student. The District's Transportation staff shall investigate these reports and provide a written reply within ten (10) days. If the investigation determines that correc tive action is warranted, all

Unauthorized Deviations from Routes

Except for those reasons outlined and approved by the District, such as road

# EXHIB IT "B" RATES

# PERFORMANCE BOND

# (100% of Estimated Annual Contract Value)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:							
WHEREAS, the Sacramento City Unified School District ("District") and							
("Principal"	) have	entered	into	а	contract	for	the

#### FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

CONTRACT NO.: 24-0844 between the and (	Sacramento City Unified S 'Contractor").	chool District	("District")
The undersigned does hereby certify to the	e governing board o	f the District as follows	:
That I am a representative of the Contractor am familiar with the facts herein certified; at this certificate on behalf of Contractor.	•	·	
Contractor certifies that it has taken the fo	ollowing actions with respec	ct to the Services that	

Contractor certifies that it has taken the following actions with respect to the Services that are the subject of the Contract:

Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 451 25.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice ("DOJ") has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as

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# DRUG - FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: 24-0844 , Home to School A ugmented S ervices (As - Need	<u>(bəb</u>
between the Sacramento City Unified School District ("District") and	
("Contractor") ("Contract" or "Project").	
This Drug -Free Workplace Certification form is required from Contractor pursuant to	
Government Code section 8350 et seq., the Drug - Free Workplace Act of 1990. The Drug -	Free
Workplace Act of 1990 requires that every person or organization awarded a contract or grant	
for the procurement of any property or service from any state agency must certify that it will	
provide a drug -free workplace by doing certain specified acts. In addition, the Act provides	
that each contract or grant awarded by a state agency may be subject to suspension	of
payments or termination of the contract or grant, and the contractor or grantee may be	
subject to debarment from future contracting, if the contracting agency determines that	
specified acts have occurred.	

herein, or (b) violated this certifice 8355, that the Contract awarded or both. I further understand that,	etermi nes that I have either (a) made a false certifical cation by failing to carry out the requirements of section herein is subject to termination, suspension of payments, should I violate the terms of the Drug - Free World debarment in accordance with the requirements of the	
<del>-</del>	f the provisions of and hereby certify that I will Free Workplace Act of 1990 and Health and Safety Code sec	adhere to tion
Date:		_
Proper Name of Contractor:		_
Signature:		_
Print Name:		_
Title:		_
	END OF DOCUMENT	