

**INVITATION TO BID**

**BID # B2024-02**

***EXTRACURRICULAR TRANSPORTATION SERVICES  
FOR GROUPS OF STUDENTS***

**BID OPENING:**

**Tuesday, June 27, 2023**  
**3:00:00 p.m. DST**



**PURCHASING DEPARTMENT**

710 Encinitas Blvd., Encinitas, CA 92024 – **Closed during construction**

**Bids should be delivered at:**

**625 Vulcan Ave, Encinitas, CA 92024**

For information about bid procedures contact:  
Laura Medina, Contracts Analyst  
760-753-6491 ext. 5589

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE GOVERNED BY  
THE CALIFORNIA EDUCATION AND PUBLIC CONTRACT CODES.

# NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the San Dieguito Union High School District will receive up to, but not later than **3:00:00 p.m. DST** on the **27<sup>th</sup> day of June, 2023**, sealed bids for the award of a contract for the following:

**EXTRACURRICULAR TRANSPORTATION SERVICES  
FOR GROUPS OF STUDENTS  
Bid B2024-02**

Bids shall be received at the Maintenance & Operations Office of SAN DIEGUITO UNION HIGH SCHOOL DISTRICT, located at **625 N. Vulcan Ave., Encinitas, CA 92024**, and shall be opened at the stated time and place.

Each bid must conform and be responsive to the Contract Documents and all specifications and other requirements. Copies of the Contract Documents are now on file and may be obtained by contacting Laura Medina at (760) 753-6491 ext. 5589 or by emailing [laura.medina@sduhsd.net](mailto:laura.medina@sduhsd.net).

Contracts will be awarded to the lowest responsive, responsible bidders meeting specifications. The San Dieguito Union High School district reserves the right to reject any or all bids, to accept or reject any one or more items of a bid or to waive any irregularities or informalities in the bids or in the bidding.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

In the event of identical bids, the Governing Board may determine by lot which bid shall be accepted per Public Contract Code 20117.

Publication dates:

San Diego Daily Transcript: June 5, 2023  
June 12, 2023

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

**BID #B2024-02**

**Extracurricular Transportation Services  
for Groups of Students**

***TABLE OF CONTENTS***

Information and Conditions	Page 1
Special Conditions	Page 7
Specifications	Page 10
Additional Information	Page 13
Bid Form	Page 14
Agreement	Page 20
Certificate of Non-Collusion	Attachment A
Renewal Clause	Attachment B
SPAB Vehicle Inspection Report	Attachment C
References	Attachment D
Fingerprint Certification	Attachment E
Transportation Request Sample	Attachment F
Map	Attachment G
Sample Copy of CA CPI	Attachment H

## SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

### BID #B2024-02

#### Extracurricular Transportation for Groups of Students

##### **INFORMATION AND CONDITIONS**

**1.1** Certain specifications are set forth herein for the purpose of establishing minimum standards. Variations which in the opinion of the Governing Board fall below the standards of these specifications will not be allowed, or accepted. Bidders may propose any material or process equal or superior to those specifications herein, but each deviation from the specifications listed must be set forth in detail, and the Governing Board shall be the sole judge as to whether such deviation is in fact equal or superior to those set forth herein. The opinion of the District shall be final.

**1.2** Wherever in these specifications any material or process is indicated or specified by patent or proprietary name or by the name of a manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the materials or process desired and shall be deemed to be followed by the words "or equal".

#### **1.3 Conditions and Instructions**

**1.3.1 Securing Documents:** Specifications and other contract document forms (Bid Documents) are available without charge to prospective bidders via PDF file format through email by emailing [laura.medina@sduhsd.net](mailto:laura.medina@sduhsd.net) or can be downloaded from the District website at <https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html>.

**1.3.2 Proposals:** Bids shall be made upon the form contained at the office of said Purchasing Department, properly executed. Bids shall be written in ink or by typewriter. Quotations are to be verified before submission, as they cannot be corrected after bids are opened. The signatures of all persons signing shall be in longhand. Bids shall include at least one original set of documents with original signatures and one PDF copy of the same entire bid document on USB flash drive. If a cash discount is given, consideration will be given to the bidder who submits the best terms. They shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, injury, or knowledge. For information about bid procedures, contact Laura Medina, Contracts Analyst, at 760-753-6491 ext. 5589.

**1.3.3 Contract Documents:** The District only supplies one set of printed Bid Documents per bidder. It is recommended that Contractors retain a photocopy of submitted bids for verification. District will retain all original copies submitted by Contractor.

**1.3.4 Taxes:** Bid rates should be inclusive of all sales, use, federal excise or other taxes.

**1.4 Assignment of Contract:** The successful bidder shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this bid form, which he may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the prior consent in writing of San Dieguito Union High School District Governing Board. Notice is hereby given that the District will not honor any assignment made by the Contractor unless the consent in writing, as indicated above, has been given.

Assignee, transferee or subcontractor, engaged by the Contractor shall be subject to preapproval of the District. The Contractor shall require the assignee, transferee or subcontractor to comply with all terms and conditions of this contract. The Contractor shall be held responsible for all operations, performance, and compliance of the assignee, transferee or subcontractor. The District may collect from the Contractor any liquidated damages provided by this contract that results from the non-compliance of the assignee, transferee or subcontractor. The district may suspend, cancel or rescind this contract in whole or in part for the default of this contract by any assignee, transferee or subcontractor employed by the Contractor.

The Contractor shall be held responsible for all operations of assignee, transferee or subcontractor and shall require them to maintain equal worker's compensation, CHP (California Highway Patrol), Motor Carrier of satisfactory rating, and public liability insurance as determined by this contract, and fingerprinting certification.

**1.5 Addenda or Bulletins:** Any addenda or bulletins issued by the San Dieguito Union High School District during the time of bidding or forming a part of the Bid Documents given to the bidder for the preparation of this bid shall be included in any bid responses and shall be made a part of the contract.

**1.6 Withdrawal of Bids Prior to Opening:** Any bidder may withdraw his bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids.

**1.7 Receipt of Bids:** Bids must be received at the place and prior to the time and date scheduled in the NOTICE TO BIDDERS published in the San Diego Daily Transcript newspaper. Bids shall be enclosed in a sealed envelope which bears the description of the bid call, the name of the bidder, and the date and hour of scheduled closing. **IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO SEE THAT HIS BID IS RECEIVED IN PROPER TIME.** Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. Bids shall include one complete set of original bid documents with original signatures and one complete set of original bid documents with original signatures scanned to PDF file format and included on a USB Flash Drive.

**1.8 Withdrawal or Bids After Scheduled Closing Date and Time:** A bidder may not withdraw his bid for a period of sixty (60) days after the scheduled closing date and time.

**1.9 Award of Rejection of Bids:** The District understands that most Contractors specialize in certain services and may not offer all of the services the District seeks in their specifications, therefore the District reserves the right to award the contract as a lot or on an individual lot basis to the lowest responsible bidder(s) best meeting specifications and bid requirements with the lowest rate for each service specified in the Bid Form, with past performances and other options set forth in the bid documents taken into consideration. The District shall take into account the performance of the bidder with respect to any recent contract(s) with the District and other school districts. The Governing Board of the San Dieguito Union High School District, however, reserves the right to reject any one or all bids, to waive any informalities in the bids or in the bidding process, to judge the merit and qualifications of the materials, equipment, and services offered, and to accept whatever bids are deemed to be the lowest responsible bids MEETING ALL THE CRITERIA SPECIFIED IN THE BID.

The District understands that there are times when the lowest responsible bidder is unable to provide the transportation needed for an activity due to other demands or conditions placed upon them prior to the District scheduling services. Therefore, it is the District's intent to enter into a contract with all of the Contractors who meet the bidding criteria who are found to be responsible and responsive. This will provide the District with the security that fingerprints, insurance, licensing, and a satisfactory rating from the California Highway Patrol of the vehicles owned by each company is in place. Trips will be scheduled with the lowest bidder and as the need arises, progress to the next lowest bidder, and so on.

**1.10 Interpretation of Documents:** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the contract documents or finds discrepancies, in or omissions from, the Specifications, he may submit to the Contract's Analyst of the San Dieguito Union High School District a written request for an interpretation or correction hereof. The person submitting the request will be responsible for its prompt delivery. All questions must be submitted to the District before June 15, 2023 at 1:00:00 p.m. DST. Any interpretation or addendum duly issued by said Contract's Analyst and a copy of such addendum will be mailed, faxed or delivered electronically via email to each person receiving a set of such documents. The San Dieguito Union High School District will not be responsible for any other explanation or interpretation of the proposed documents.

**1.11 Delivery:** To be mutually determined between District and Contractor.

**1.12 Demonstrations:** It is the responsibility of the bidder to bid quality services. If the District considers a need, bidder shall be required to arrange demonstrations of the fleet or services bid. Failure to be able to provide such working demonstration may disqualify the bidder's bid submittal. **ALL DEMONSTRATIONS SHALL BE PROVIDED FREE OF CHARGE TO THE DISTRICT.** Bidders may be required to reimburse the District for travel to demonstrations not held at District's facility.

**1.13 Liquidated Damages:** The San Dieguito Union High School District may hold the successful bidder liable and responsible for all damages which may be sustained because of his failure to comply with any conditions herein. If the successful bidder fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places agreed to, or otherwise fails to comply with the terms of the documents in their entirety, the San Dieguito Union High School District may purchase the items herein specified elsewhere, without notice to the successful bidder.

When, in the opinion of the Director of Transportation, the Contractor, at any time during the period of this contract, fails to perform satisfactorily the work required under this contract, or otherwise fails to comply with the terms of this contract the District may:

- a. Deduct applicable liquidated damages as specified in this contract for the service in fault and pay the remaining balance due to the Contractor or
- b. Withhold progress payments or end of the month payments or both, to the Contractor. Said payments may be withheld until the Contractor satisfies the Director of Transportation that service was rendered and satisfactory to this contract.

Late service is defined as service provided that is more than fifteen (15) minutes but less than forty-five (45) minutes in excess of schedule.

The District reserves the right to assess against the Contractor as liquidated damages a sum for late service. This sum shall not exceed sixty percent (60%) of the full charge for assigned trip(s). It is computed at the rate of one percent (1%) per minute of full charge. If the Contractor is late in excess of forty-five (45) minutes of departure schedule, the District may, without further notice, rescind the contract and secure the service elsewhere.

Contractor may be liable for the difference of the cost of such substitute transportation over the contract price and any other pecuniary damage which might reasonably be expected to result from Contractor's non-performance.

In any event that Contractor fails to furnish transportation when requested under the terms of this contract, Contractor will be liable for any pecuniary loss suffered by the District as a result of Contractor's non-performance which reasonably can be expected to flow from Contractor's non-

performance including but not limited to the cost above the contract price of obtaining or furnishing substitute transportation. In the event substitute transportation is furnished by the District, the Contractor may be liable for the wages of the District employee(s) used in furnishing such substitute transportation and a reasonable rental value of the District vehicles used plus gas and oil if not included in the rental value and any other loss suffered by the District as a result of the Contractor's non-performance.

**1.14 District Inspection:** All vehicles, staff, and other aspects and facilities (items) of the Contractor may be subject to the inspection of the District. Inspection of the items shall not relieve the bidder from any obligation to fulfill this contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective items have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall immediately remedy such defect in a manner satisfactory to the District.

**1.15 Restricted Bid:** Only those companies fully licensed, equipped and experienced in the work being performed, with skilled personnel immediately available, able to obtain necessary components immediately, and a fleet of substantial size, capacity, and functionality shall be considered qualified bidders for this contract.

**1.16 Equal Employment Opportunity:** In connection with the execution of this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training including apprenticeship.

**1.17 Insurance Requirements:** Contractor shall carry, pay for, and keep in force, with a company or companies licensed to do business in California, (1) comprehensive general liability coverage in an amount not less than \$2,000,000 for each occurrence/claim, and for not less than \$4,000,000 aggregate; and (2) comprehensive automobile liability coverage for a combined single limit amount not less than \$5,000,000 each accident for any auto.

The Contractor shall provide Workers Compensation Insurance for its employees in statutory limits, and Employer's Liability coverage in an amount not less than \$1,000,000 per occurrence.

Prior to issuing a certificate of general liability insurance Contractor will obtain an endorsement from the insurer naming the District, its Board of Trustees, officers, employees, and agents as additional insureds under the policy. The Contractor shall provide the required insurance coverage utilizing insurer(s) admitted and licensed to do business in the State of California with an A.M. Best Rating and Financial Size of no less than A(VII).

The Contractor shall present and maintain current certificates of insurance to the District giving evidence of the insurance coverage.

Each insurance company shall agree not to terminate their coverage without thirty (30) days written notice to the District and to the Contractor, and to include this clause in the insurance policy.

Certificate(s) to be submitted by successful bidder prior to start of work.

**1.18 Term of Agreement:** The term of this agreement will be **August 16, 2023 to June 30, 2024.**

**1.19 Contract Renewals:** If mutually agreeable, the District reserves the right to renew the contract for a period of four (4) successive fiscal years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the Contractor, in writing, thirty (30) days prior to the expiration of the contract. **See Attachment B.**

**1.20 Orders:** Orders will be placed on an as-needed basis.

**1.21 Hold-Harmless Clause:** Bidder shall indemnify and hold San Dieguito Union High School District, its officers, agents, and employees harmless from and against any and all loss, liability and expense (including Attorney's fees) of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent of any copyrighted invention, article or appliance furnished or used under this quotation.

**1.22 Tobacco-Free District:** The San Dieguito Union High School District has been designated as a tobacco-free District. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in District vehicles.

**1.23 IRS Requirements:** The District shall view the legal position of the Contractor as an "independent contractor" and that all persons employed to furnish services are employees, agents or officers of the Contractor and not of the District.

a) The district shall not be liable for any of the contractor's acts or omissions performed under the contract to which the bidder is a party.

b) The bidder will complete IRS form W-9, if not on file already, providing taxpayer identification number and also indicate whether bidder is a corporation, sole-proprietor, partnership, individual, etc. This form must be on file with the District prior to the contract start date.

**1.24 Fingerprinting Requirements:** The District has determined under Education Code section 45125.1, subdivision (c) that in performing services pursuant to this Agreement, Contractor's employees may have contact with pupils. As required under Education Code section 45125.1, subdivision (a), Contractor shall require their employees who will provide services pursuant to the Agreement to submit their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice together in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this Agreement until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Contract shall certify in writing that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code section 45122.1.

Contractor shall defend, indemnify, protect, and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45125.1, including but not limited to, the requirement prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122.1.



**1.25 Independent Contractor Status:** Contractor is not being engaged by District on a fulltime, exclusive basis and Contractor will retain the right to perform Contractor's services for other third parties and engage in other activities during the term of this Agreement, provided such other services do not create a conflict of interest with District or cause District to be in violation of any applicable law, rule or regulation. Contractor and District intend and agree that Contractor is an independent contractor and that nothing in this Agreement will be interpreted or construed as creating or establishing the relationship of employer and employee, agency, partnership, or joint venture between District and Contractor. Contractor hereby acknowledges and agrees that it will have no authority to enter into or incur any obligation or liability on District's behalf.

District will not control and will have no right to control the manner, means or method by which Contractor performs services. However, District will have the right to exercise general supervision over the results to be derived from Contractor's services and the date by which such services will be completed, and will determine whether such services were satisfactory to District.

Contractor agrees that all drivers are hired in accordance with California law and are not considered independent contractors on their own. Contractor will bear sole responsibility for compliance with all applicable laws and for reporting and payment on behalf of Contractor and any of its employees, subcontractors, or agents providing services to District pursuant to this Agreement, of any federal, state or local income or employment tax or withholding, unemployment insurance, workers' compensation insurance, liability insurance, health insurance, retirement or other welfare or pension benefits, and/or other payments and expenses. Contractor understands and agrees that neither Contractor nor any of its employees, subcontractors, or agents providing services under this Agreement are eligible for, and will not be eligible to participate in, any District employee benefit plans or programs. Contractor, and its employees and agents providing services to District under this Agreement, hereby waive any right or claim to wages, compensation incentives, bonuses, profit sharing participation, unemployment insurance, health insurance, or participation in any employee benefit plan, policy or program sponsored by District that may be provided to employees of District.

If at any time there is a challenge to the status of Contractor as an independent contractor, or of any of its employees or agents providing services to District under this Agreement as non-employees of District, Contractor agrees promptly to give District notice thereof and to cooperate fully with District in defending such challenge if so requested.

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

**BID B2024-02**

Furnishing Extracurricular Transportation for Groups of Students

***SPECIAL CONDITIONS***

**1. Invoice/Billing/Driver Trip Ticket**

A. Invoices(s) will be honored only through the following procedures and are to be submitted no later than the 10<sup>th</sup> working day following the previous calendar month of service. If billing is late, for whatever reason, a two percent (2%) penalty of full billing charge may be assessed to the Contractor, for each month late (not to exceed 20% of bill) and that amount is to be deducted from the invoice in the District's favor.

B. A copy of a Driver Trip Ticket (see Attachment F for a sample. The District prefers Contractor provide their own Driver Trip Ticket form; sample provided for informational purposes only) is to be filled out upon completion of the trip by the driver. A copy of this is to be sent to the Transportation Department, San Dieguito Union High School District, 1142 Bonita Drive, Encinitas, CA 92024 prior to invoicing. There will be no exceptions to this procedure; non-compliance may cause delay in payment of invoice. The Driver Trip Ticket should also be included with the corresponding invoice.

C. Billing of services can begin no more than ten minutes before the scheduled pick up time even if the contracted Contractor arrives sooner to ensure on time performance.

D. District will provide an estimate for the total time of the trip (departure time / arrival time). District will make a best effort to accurately estimate the total trip time based on anticipated conditions and expectations. However, in the case where an actual trip time does not equal the estimated trip time, and the Contractor is billing an hourly rate, Contractor is to bill District actual trip time according to the following condition: the Contractor shall calculate the invoice based on a quarter hour basis (do not round up to the last hour).

E. When the Contractor is billing the District based on an hourly rate the Contractor shall calculate the invoice based on a quarter hour basis (do not round up to the last hour).

**2. Inspection Reports**

A. It is agreed that upon starting date of the contract the Contractor must furnish the District proof in the form of school Vehicle inspection reports or SPAB reports that all school Vehicles and coaches used to transport students have been inspected by the California Highway Patrol and meet all rules and regulations of the California Vehicle Code, California Education Code, and the California Department of Education for school Vehicles if applicable. All students must be seated as provided for in the Education Code. Documentation will be submitted to the Purchasing Office.

B. Contractor agrees to maintain a satisfactory rating with Motor Carrier of California Highway Patrol. Failure to maintain this rating shall be justification for immediate exclusion from the contract. Contractor must furnish proof of this rating with submission of bid documents.

C. Preceding paragraph does not apply to motor vehicles subject to and meeting all of the requirements of the Public Utilities Commission, operated by carriers operating under the

jurisdiction of the Public Utilities Commission as provided for in the Education Code section 39830.

**3. Accident Procedures**

A. In case of accident, it shall be the responsibility of the Contractor to first notify the California Highway Patrol and second, notify the Transportation Department at (760) 753-8298. The answering machine will have a phone number of the person on duty.

B. It shall be the responsibility of the Transportation Department to notify the District's Business Services office and the Risk Management office.

C. Within twenty-four (24) hours after the accident, the Contractor shall furnish a written report of the accident to the Risk Management office of the District.

**4. School Pupil Activity Bus and Driver Regulations (SPAB)**

A. All drivers are to be fully certified school bus or SPAB operators with the necessary license and credentials. When the District requires this type of Vehicle and driver, the District retains the right to inspect both driver and Vehicles to insure these requirements are met before leaving the school.

B. All Vehicles being used under this bid are to be certified school or SPAB buses. All school buses must be manufactured after April 1, 1985.

C. Awarded Contractor shall submit a list of all SPAB qualified drivers including name, driver's license number and length of employment. Contractor shall submit a list of all SPAB Vehicles including year, model and capacity. These lists should be updated and sent to the District on a quarterly basis.

D. Upon request, SPAB Vehicles are to report to the San Dieguito Union High School Transportation Department thirty (30) minutes prior to departure for SPAB verification prior to transporting students. The inspection will include but is not limited to:

Driver's license  
Driver's SPAB or School Bus Certificate  
Driver's Medical Card  
Driver's Log Book  
Vehicle SPAB or School Bus Certificate

If a driver should refuse to show their certificate, driver log book, or Vehicle certificate, the District will immediately deny students access to the Vehicle and will furnish transportation. Contractor will be billed for the services.

Violation of Paragraph 4, Section D above, will be a violation of the contract, and will result in an automatic recommendation to the District's Governing Board to discontinue service with the Contractor.

**5. Submission of Documents by Successful Bidder**

Within four (4) working days from the notification by the District to the awarded Contractor successful bidder is to submit additional data required in the bid documents (i.e. proof of insurance, fingerprinting certification). It is believed this is sufficient time to fulfill the district's bid requirements prior to the first day of the contract term on August 16, 2023. If the successful bidder

does not comply with the requirements, consideration must be given to the next lowest bidder until such point as additional data is provided.

**6. Disputes**

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director of Purchasing. This decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessary to imply bad faith.

In connection with any dispute pending decision under this contract, the Contractor shall proceed diligently with the performance of the contract and in accordance with the performance of the contract and in accordance with the decision of the Director of Purchasing.

## **SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

### **BID B2024-02**

#### **Furnishing Extracurricular Transportation for Groups of Students**

#### ***SPECIFICATIONS***

- A. Term: Agreement shall be awarded for the period of August 16, 2023 to June 30, 2024. The DISTRICT reserves the right to extend the contract for an additional four fiscal years (July 1-June 30), subject to approval by both parties. The rates shall be subject to adjustment upward or downward once each fiscal year commencing with the beginning of the second fiscal year in the contract period.

Escalation: It is recognized: 1) that certain operational expenses of the CONTRACTOR's, such as cost of materials, services and labor may change materially, up or down, during the bid term; 2) that such changes in cost cannot be determined in advance; 3) that without a realistic escalation clause in the bid, the parties must out of necessity agree on a rate high enough to compensate for possible yet unknown added costs to cover the entire term of the bid; 4) that if an escalation clause is included in the bid which is fair and just to both the CONTRACTOR and the DISTRICT, cost projections can be more accurate and the corresponding rate will be lower than it otherwise would be.

Therefore, the compensation for the services described herein are fixed for the 2023-2024 fiscal year only, and the compensation for each subsequent fiscal year shall be adjusted annually, beginning on July 1, 2024, by the California Consumer Price Index ("CPI") annual average, All Urban Consumers (website: [www.dir.ca.gov/dlsr/CAPriceIndex.htm](http://www.dir.ca.gov/dlsr/CAPriceIndex.htm)) and viewing the data for San Diego. The calculations for the annual CPI average percentage increase, if 2023-2024 were a renewal year, would be calculated as follows: Referring to the Web site one would find the most current Annual Average ends in December 2022: 344.416. To calculate the change in CPI you have compare to the previous year (in this case 2021). The CPI for 2021 equals 319.761. To manually calculate the change in CPI one divides the 2022 CPI by the 2021 CPI:  $344.416 \div 319.761 = 1.0771$ . The fraction (.0771) rounded to the nearest 10<sup>th</sup> (.077) represents the increase in CPI. So prices would, therefore, be raised 7.7% from their previous rate.

The successful bidder(s) must notify the DISTRICT in writing (30) thirty days prior to the contract renewal date if the price changes based on the CPI are unacceptable. The DISTRICT reserves the right to reject said price changes and cancel remaining balance of contract, if in the best interest of the DISTRICT. Rates will be reevaluated on an annual basis to determine the lowest responsible and responsive bidders for each rate based on the criteria laid out within the Bid Documents. Contractor must present reasonable evidence, such as industry documents, changes in law, etc., to justify any increases above the CPI annual average percentage increase.

- B. The DISTRICT will contract with one or more CONTRACTORS for transportation services by private owned carriers for both intrastate and interstate travel. Note that interstate travel is limited to adjoining states only. Further, the DISTRICT expects that all bidders by the act of their bidding shall be certified in accordance with all applicable laws of the State of California as a SCHOOL PUPIL ACTIVITY BUS (SPAB) and that all drivers of such vehicles will likewise have a valid SPAB license 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.

- C. All work performed and all equipment used by bidders shall meet all applicable "Regulations and Laws Relating to Pupil Transportation in California" as published by the California State Department of Education. Your signed bid will be considered a declaration that such equipment does, in fact, meet all safety regulations. In addition, SPAB carriers may be expected to provide a current copy of: (1) CHP terminal inspections; (2) a list of SPAB certified vehicles in the fleet (include vehicle number, VIN, license, and last inspection date by CHP on each vehicle), and (3) a complete list of all SPAB drivers (include name, CDL number, expiration date, medical expiration date).
- D. 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 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 \$1,000,000 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.
- E. 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. Should the DISTRICT choose a trip to an area not listed herein or for trip scheduled over sixteen (16) hours (Special Request), the DISTRICT'S Transportation Department will request quotes for the trip from DISTRICT approved CONTRACTORS. Said quotes are to be in writing when possible. Award will be made to the lowest quote in succession as previously described. Quotes, both oral and written, when requested will have a closing date and time by which said quote is due in the office of the DISTRICT'S Director of Transportation.
2. Privately funded trips: All conditions required in Part E.1 above shall apply herein Part E. 2. for privately funded trips except that requesters may specify to the Transportation Department Dispatcher which carrier they wish to use regardless of the carriers ranking as a low bidder. As the coordinator for all trips, the Transportation Department Dispatcher 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 Vehicle CONTRACTOR list will be considered.
- ONLY ORDERS, VERBAL OR WRITTEN, PLACED BY THE TRANSPORTATION DEPARTMENT WILL BE ACKNOWLEDGED AND AUTHORIZED BY THE DISTRICT.**
- F. 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 Vehicles 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.
- G. Parking fees, entrance fees, tolls and additional time added to the pre-trip itinerary if approved or ordered by the Group Leader, shall be expenses of the DISTRICT payable to the CONTRACTOR.
- H. Approved Charter Vehicle CONTRACTOR List. Such list is informal in that it may or may not physically exist in any form other than the Bid Summary which is sent to all bidders.

- I. Discount for multi-Vehicle 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.
- J. Premium rates that are additional to bid prices for weekend, time of the year or special event charter will not be considered.
- K. The DISTRICT may request transportation services verbally or in writing. CONTRACTOR must respond to the DISTRICT request within 24 hours. In the case of an emergency DISTRICT may require a response time less than 24 hours. Failure to respond to a normal request within 24 hours may force the DISTRICT to seek services from another provider.
- L. All prices shall be typewritten on bid form. Leave spaces blank if no price is shown. Prices shall include all sales, use, federal excise or other taxes.
- M. If the CONTRACTOR is required to book a driver's room, it shall be a single room at a reasonable rate. Lodging shall be at the same location trip participants are using if available. If cost of the room is to be more than student participation rate for said trip, prior approval must be granted by the Director of Purchasing and Risk Management.
- N. Drivers meals shall be the responsibility of the CONTRACTOR. In the event of a change in the scheduled trip duration on direction of the District (drivers exceeding itinerary per District group leader request) the DISTRICT will reimburse the CONTRACTOR at a rate not to exceed the US General Services Administration (GSA) rates for San Diego.
- O. The DISTRICT requires on trips using more than one Vehicle all Vehicles travel together whether they are the same or different carriers unless directed otherwise by the group leader.
- P. The DISTRICT requires Vehicle to Vehicle communication and emergency communication. Cellular phone hook-up, while not required, is preferred.
- Q. The DISTRICT'S Director of Purchasing 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.
- R. The DISTRICT reserves the right to visit carrier and inspect driver records, vehicle record, and inspect Vehicle shop.
- S. A copy of the rules for extra-curricular activities for school and charter Vehicle use will be provided to successful bidders. The DISTRICT expects carriers to implement DISTRICT rules.
- T. A trip may be one way, two way, or may involve shuttling multiple groups between various locations.
- U. Rates are to include all charges. No additional charges, such as a group eating or drinking on a Vehicle, are to be included on invoices.
- V. Contracted Vehicles shall remain with group except for appropriate meal/restroom breaks unless CONTRACTOR is performing a shuttle operation.
- W. Storm Water Management. Contractor shall comply with the lawful requirements of the District, the State of California, and all applicable municipalities and local agencies regarding discharges to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

**BID 2024-04**

**Furnishing Extracurricular Transportation for Groups of Students**

**ADDITIONAL INFORMATION:**

State law prohibits tobacco or use of tobacco on any school property. Driver may be required to assist in the loading or unloading of luggage as required by the group.

- 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 an 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 DISTRICT Transportation Department as soon as possible. This will allow the DISTRICT to notify the affected school sites or parents of the delay.
- B. Vehicle safety instruction and evacuation drills.
  - 1. In addition to Board Policy, the law requires safety instruction to be given to all pupils regardless of grade level prior to departure on each school activity trip. The instruction must include the location of emergency exits and location and use of emergency equipment. This applies to both school buses and school pupil activity buses (SPAB).

**End of Section**



**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

**BID # B2024-02**

**Furnishing Extracurricular Transportation for Groups of Students  
BID FORM**

Scope of work: To furnish extracurricular transportation for groups of students and equipment between the schools of the San Dieguito Union High School District or to other locations as designated by the San Dieguito Union High School District, as indicated on the contract, for the term August 16, 2023 through June 30, 2024, provided that either party may terminate said contract at anytime upon thirty (30) days notice in writing.

REQUESTS FOR TRANSPORTATION WILL BE MADE ONLY BY THE TRANSPORTATION DEPARTMENT OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT and no other departments within the District. If a Contractor honors a run request without the above procedure, the Contractor accepts all responsibilities and the District is in no way obligated to honor the trip or any responsibilities as requested.

The successful bidder(s) of section 1 will have a collective minimum total of 150 trips. Transportation may be required at different times during the day and it is impossible to forecast exactly what times of the day, but a majority of the service will be required between 12:00 noon and 8:00 p.m. Every effort will be made to give the Contractor notice well in advance of each trip and the District agrees to provide at least twenty-four (24) hours notice for any specific trip.

While it is impossible to estimate exactly, it is improbable that more than ten (10) Vehicles would be requested for the same time; however, if the District requests ten (10) Vehicles, the contractor shall provide them.

Size of Vehicle needed shall be determined by the Transportation Department and no substitutions will be accepted without prior authorization by this department.

Drivers to be notified to report at a designated pickup point to person listed as "IN CHARGE" of trip immediately upon arrival at school.

The District is utilizing different types and size Vehicles to meet the District charter requirements. The district has three geographical areas that will be required by the contractor to cover. District dispatcher will schedule as many trips, within a reasonable time, within the bid given time frame.

**METHOD FOR AWARDED BID:**

Award(s) will be based on the Contractor's total rate distance cost. Overtime will be figured only after determining if total trip exceeds the described length of "day" as outlined in Section I and Section II.

Section I and II: May be awarded to more than one bidder, based on cost per size of vehicle.

Section III: May be awarded to more than one bidder, based on cost per vehicle

Section IV: Award is self-explanatory.

**Bid Form continued on next page**

### **GEOGRAPHICAL AREA DEFINITIONS:**

1.      Intradistrict:      Intradistrict is any trip within the San Dieguito Union High School District boundaries. The District has ten school sites within a 465 square mile boundary (see enclosed map) .
2.      San Diego Outside of the San Dieguito Union High School District boundaries:  
                                 This is for trips outside the San Dieguito Union High School District boundaries yet within San Diego County.
3.      Outside San Diego County:  
                                 This is for any trips that are beyond the San Diego County boundaries.

Vehicles to arrive at schools ten (10) minutes prior to stated time of departure.

Charges for Cancellation of a Trip: On the day of scheduled trip and before the driver has reported to work, the charge to District will be \$100.00. If the driver has reported to work, or is on the road, or is at the school site, a two (2) hour charge at the 4:01 hourly rate for the services that were to be provided will be assessed to the District.

Please fill in this bid form. Cost per mile or overtime rates are not acceptable.

### **Section I: Intradistrict Trips**

#### **Intradistrict One Way Trips**

Vehicle & Driver for one way rates:

33 or Less Passengers Rate: \_\_\_\_\_

34 to 46 Passengers Rate: \_\_\_\_\_

47 or More Passengers Rate: \_\_\_\_\_

Wheelchair Equipped Rates (if available) and Driver for one way rates. Include any size options available (number of seats for regular passengers and number of wheelchair stations) and rates for each option offered:

State Sizes and Rates per Size: \_\_\_\_\_

#### **Intradistrict Trips with a minimum 4 hour requirement**

Vehicle & Driver for 4 hour rates:

33 or Less Passengers Rate: \_\_\_\_\_

34 to 46 Passengers Rate: \_\_\_\_\_

47 or More Passengers Rate: \_\_\_\_\_

**Bid Form continued on next page**

Wheelchair Equipped Rates (if available) and Driver for 4 hour rates. Include any size options available (number of seats for regular passengers and number of wheelchair stations) and rates for each option offered:

State Sizes and Rates per Size: \_\_\_\_\_

Vehicle & Driver for 4:01 rates:

33 or Less Passengers Rate: \_\_\_\_\_

34 to 46 Passengers Rate: \_\_\_\_\_

47 or More Passengers Rate: \_\_\_\_\_

Wheelchair Equipped Rates (if available) and Driver for 4:01 rates. Include any size options available (number of seats for regular passengers and number of wheelchair stations) and rates for each option offered:

State Sizes and Rates per Size: \_\_\_\_\_

## **Section II: San Diego County, Outside of District Boundaries**

### **San Diego County, Outside of District Boundaries One Way Trips**

Vehicle & Driver for one way rates:

33 or Less Passengers Rate: \_\_\_\_\_

34 to 46 Passengers Rate: \_\_\_\_\_

47 or More Passengers Rate: \_\_\_\_\_

Wheelchair Equipped Vehicle Rates (if available) and Driver for one way rates. Include any size options available (number of seats for regular passengers and number of wheelchair stations) and rates for each option offered:

State Sizes and Rates per Size: \_\_\_\_\_

### **San Diego County, Outside of District Boundaries with a minimum 4 hour requirement**

Vehicle & Driver for 4 hour rates:

33 or Less Passengers Rate: \_\_\_\_\_

34 to 46 Passengers Rate: \_\_\_\_\_

47 or More Passengers Rate: \_\_\_\_\_

Wheelchair Equipped Vehicle Rates (if available) and Driver for 4 hour rates. Include any size options available (number of seats for regular passengers and number of wheelchair stations) and rates for each option offered:

**Bid Form continued on next page**

State Sizes and Rates per Size: \_\_\_\_\_

Vehicle & Driver for 4:01 hour rates:

33 or Less Passengers Rate: \_\_\_\_\_

34 to 46 Passengers Rate: \_\_\_\_\_

47 or More Passengers Rate: \_\_\_\_\_

Wheelchair Equipped Vehicle Rates (if available) and Driver for 4:01 rates. Include any size options available (number of seats for regular passengers and number of wheelchair stations) and rates for each option offered:

State Sizes and Rates per Size: \_\_\_\_\_

### **Section III: Outside San Diego County**

#### **Outside San Diego County One Way Trips**

Vehicle & Driver for one way rates:

33 or Less Passengers Rate: \_\_\_\_\_

34 to 46 Passengers Rate: \_\_\_\_\_

47 or More Passengers Rate: \_\_\_\_\_

Wheelchair Equipped Vehicle Rates (if available) and Driver for one way rates. Include any size options available (number of seats for regular passengers and number of wheelchair stations) and rates for each option offered:

State Sizes and Rates per Size: \_\_\_\_\_

#### **Outside San Diego County with a minimum 4 hour requirement**

Vehicle & Driver for 4 hour rates:

33 or Less Passengers Rate: \_\_\_\_\_

34 to 46 Passengers Rate: \_\_\_\_\_

47 or More Passengers Rate: \_\_\_\_\_

Wheelchair Equipped Vehicle Rates (if available) and Driver for 4 hour rates. Include any size options available (number of seats for regular passengers and number of wheelchair stations) and rates for each option offered:

State Sizes and Rates per Size: \_\_\_\_\_

**Bid Form continued on next page**

Vehicle & Driver for 4:01 hour rates:

33 or Less Passengers Rate: \_\_\_\_\_

34 to 46 Passengers Rate: \_\_\_\_\_

47 or More Passengers Rate: \_\_\_\_\_

Wheelchair Equipped Vehicle Rates (if available) and Driver for 4:01 rates. Include any size options available (number of seats for regular passengers and number of wheelchair stations) and rates for each option offered:

State Sizes and Rates per Size: \_\_\_\_\_

Vehicle & Driver for 12 hour rates:

33 or Less Passengers Rate: \_\_\_\_\_

34 to 46 Passengers Rate: \_\_\_\_\_

47 or More Passengers Rate: \_\_\_\_\_

Wheelchair Equipped Vehicle Rates (if available) and Driver for 12 hour rates. Include any size options available (number of seats for regular passengers and number of wheelchair stations) and rates for each option offered:

State Sizes and Rates per Size: \_\_\_\_\_

Vehicle & Driver for 12:01 hour rates:

33 or Less Passengers Rate: \_\_\_\_\_

34 to 46 Passengers Rate: \_\_\_\_\_

47 or More Passengers Rate: \_\_\_\_\_

Wheelchair Equipped Vehicle Rates (if available) and Driver for 12:01 rates. Include any size options available (number of seats for regular passengers and number of wheelchair stations) and rates for each option offered:

State Sizes and Rates per Size: \_\_\_\_\_

**Bid Form continued on next page**

#### **Section IV: Out of San Diego County Trips (Special Requests)**

This section of the contract is an agreement between the District and all local common carriers who participate in this section. It is difficult for the District to give the participants of this agreement the number of trips that will be out of San Diego County. If bidder agrees to this section, the District's dispatcher will call each participant by telephone and give an itinerary of the trip. He/she will then obtain the carrier's price for said trip. The lowest price quote shall be granted the trip. The working day shall be considered as being twelve (12) hours long, and anything over twelve (12) hours will be considered overtime. The common carrier shall include in their price quote regular time and overtime.

The dispatcher shall keep a log book containing an entry for each vendor's call and this book will be available upon the request of the vendor. The type of entries shall be name of the vendor, date and time of day called, and prices quoted.

This type of shopping gives the District a chance to obtain the best service for its dollar, and also gives the vendor an opportunity to adjust their prices in the everyday fluctuation of cost-of-living and operation of business.

Section IV conforms with all of the requirements as set forth in this entire contract.

Vendor agrees to participate in Section IV of this bid as reference above:

---

Yes or No

The undersigned hereby proposes and agrees to furnish, and deliver the goods and services in accordance with the terms, conditions, specifications and prices herein quoted.

Corporate Seal  
(if a corporation)

---

Proper name of Individual, Company or Corporation

---

Authorized Signature

---

Type or Print Signer's Name

---

Title

---

Address

---

Telephone

---

Date

**B2024-02  
AGREEMENT**

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_ in the County of San Diego, State of California, by and between the San Dieguito Union High School District, hereinafter called the District, and \_\_\_\_\_, hereinafter called the Contractor,

**WITNESSETH** that the District and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1 - SCOPE OF WORK.** The Contractor shall perform within the time stipulated in the contract as herein defined, and shall provide all labor, materials, tools, equipment, supplies, and vehicles to complete in a workmanlike manner all of the work required in connection with the following titled project:

**EXTRACURRICULAR TRANSPORTATION SERVICES  
B2024-02**

**ARTICLE 2 - COMPONENT PARTS OF THE CONTRACT.** The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice  
Checklist for Respondents  
Information and Conditions  
Special Conditions  
Additional Information  
Bid Form  
Agreement  
Attachment A: Non-Collusive Bidding Declaration  
Attachment B: Renewal Clause  
Attachment C: SPAB Vehicle Inspection Report  
Attachment D: References  
Attachment E: Fingerprint Certification  
Attachment F: Transportation Request Sample  
Attachment G: Map  
Sample Copy of CA CPI: Attachment H,  
Addenda Nos. \_\_\_\_, \_\_\_\_, \_\_\_\_, as issued

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

Contractor agrees to maintain all licenses and permits required by law to perform all services associated with this contract. Failure to maintain licenses and permits shall be considered a breach of contract and may be cause for immediate termination.

Contractor agrees to abide by all Federal, State of California, County of San Diego, Cardiff-by-the-Sea, Encinitas, Leucadia, Olivenhain in the City of Encinitas, the cities of Del Mar and Solana Beach, the community of La Costa in the City of Carlsbad, the community of Carmel Valley in the City of San Diego, and the communities of Rancho Santa Fe and Fairbanks Ranch, as it pertains to any laws and regulations that apply to this contract.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

DISTRICT:

San Dieguito Union High School District

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its: Associate Superintendent, Business Services

Board Approval Date: \_\_\_\_\_



**Attachment A**  
**CERTIFICATE OF NON-COLLUSION**  
(To be executed by Bidder and submitted with bid)

State of California                    )  
  )ss.  
County of \_\_\_\_\_)

\_\_\_\_\_(Name), being first duly sworn, deposes and says that he is the \_\_\_\_\_ (Title) of the \_\_\_\_\_(Name) party making the attached 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 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 certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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

Date: \_\_\_\_\_  
\_\_\_\_\_  
Signature of Bidder

**Attachment B**  
**Renewal Clause**

If mutually agreeable, the San Dieguito Union High School District reserves the right to consider the extension of this contract for up to four additional one-year periods. Time of such extension is to begin July 1<sup>st</sup> of each year and will end June 30<sup>th</sup> of the year thereafter. Factors that would influence the District in exercising this option would be satisfactory service being rendered by the holder of the contract and any increase in price caused by such extension to be a reasonable amount and not excessive as measured by local market conditions.

Escalation: It is recognized: 1) that certain operational expenses of the CONTRACTOR's, such as cost of materials, services and labor may change materially, up or down, during the bid term; 2) that such changes in cost cannot be determined in advance; 3) that without a realistic escalation clause in the bid, the parties must out of necessity agree on a rate high enough to compensate for possible yet unknown added costs to cover the entire term of the bid; 4) that if an escalation clause is included in the bid which is fair and just to both the CONTRACTOR and the DISTRICT, cost projections can be more accurate and the corresponding rate will be lower than it otherwise would be.

Therefore, the compensation for the services described herein are fixed for the 2023-2024 fiscal year only, and the compensation for each subsequent fiscal year shall be adjusted annually, beginning on July 1, 2024, by the California Consumer Price Index ("CPI") annual average, All Urban Consumers (website: [www.dir.ca.gov/dlsr/CAPriceIndex.htm](http://www.dir.ca.gov/dlsr/CAPriceIndex.htm)) and viewing the data for San Diego. The calculations for the annual CPI average percentage increase, if 2023-2024 were a renewal year, would be calculated as follows: Referring to the Web site one would find the most current Annual Average ends in December 2022: 344.416. To calculate the change in CPI you have compare to the previous year (in this case 2021). The CPI for 2021 equals 319.761. To manually calculate the change in CPI one divides the 2022 CPI by the 2021 CPI:  $344.416 \div 319.761 = 1.0771$ . The fraction (.0771) rounded to the nearest 10<sup>th</sup> (.077) represents the increase in CPI. So prices would, therefore, be raised 7.7% from their previous rate.

The successful bidder(s) must notify the DISTRICT in writing (30) thirty days prior to the contract renewal date if the price changes based on the CPI are unacceptable. The Contractor can offer the District pricing that is higher than the CPI average but not less than the CPI adjusted price. The DISTRICT reserves the right to reject said price changes and cancel remaining balance of contract, if in the best interest of the DISTRICT. Rates will be reevaluated on an annual basis to determine the lowest responsible and responsive bidders for each rate based on the criteria laid out within the Bid Documents. Contractor must present reasonable evidence, such as industry documents, changes in law, etc., to justify any increases above the CPI annual average percentage increase.

By signing, the Bidder indicates they would be willing to accept the conditions to renew:

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

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Please print signer's name

\_\_\_\_\_  
Title

**End of section**

Attachment C

San Dieguito Union High School District  
Transportation Department

SPAB Vehicle Inspection Report

Required Information	Verification
Charter Company (Contract Carrier)	
Vehicle Number	
Driver Name	
Vehicle SPAB Certificate Expiration	
Driver SPAB Certificate Expiration	
Medical	
Driver License w/Expiration Date	
Available Hours for Trip	
Proof of last 7 days hours ***	

Verified By

Date

Time

\*\*\* if the driver does not have sufficient hours available to complete this trip as required by California Code of Regulations (Title 13-1212) an explanation is required:

Explanation: \_\_\_\_\_

\_\_\_\_\_

Contractor Vehicle Driver Signature: \_\_\_\_\_

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

**Attachment D**

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

**BID # B2024-02**

**Extracurricular Transportation for Groups of Students**

***REFERENCES***

Each bidder must supply the District with the names, addresses, and telephone numbers of at least three (3) references, preferably school districts, in San Diego County using materials and services which are very similar, if not identical, to the materials and services being bid.

---

---

---

---

---

---

---

---

---

---

**ATTACHMENT E**  
**FINGERPRINT CERTIFICATION FORM**

Contractor acknowledges that it has read and is familiar with Education Code Sections 45122.1 and 45125.1 and all subsections there within.

The District has determined that Contractor will be performing services pursuant to this contract at a time and place where Contractor's employees may have contact with pupils, as required under Education Code section 45125.1, subdivision (a) or (d), Contractor shall require their employees who will provide services pursuant to this Agreement, and any amendments or extensions thereof, to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor acknowledges that their employees who will provide services pursuant to this Agreement have submitted their fingerprints in a manner authorized by the Department of Justice and a criminal background check has been conducted and the Contractor has determined none of those employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1 or 45125.1.

Contractor shall defend, indemnify, protect, and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code 45125 through 45125.5 and all sections and subsections there within, including, but not limited to, the requirement prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122.1.

Dated: \_\_\_\_\_ Contractor: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_  
                    *Signature*

# SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

## Transportation Department

### DRIVER TRIP TICKET

San Dieguito Union High School District

La Costa Canyon/Softball to Del Norte High School

DEPART: Thursday, 05/16/2013 at 2:00 PM / RETURN: Thursday, 05/16/2013 at 6:00 PM

Driver: **unassigned unassigned** Vehicle #: **001** Trip #: **10948**

#### DRIVER ASSIGNMENT INFORMATION

Trip Seq. <div style="border: 1px solid black; width: 30px; text-align: center;">1</div>	Driver Information <div style="border: 1px solid black; padding: 2px;">unassigned unassigned Bus Driver</div>	Vehicle # <div style="border: 1px solid black; width: 40px; text-align: center;">001</div>	Vehicle Information <div style="border: 1px solid black; padding: 2px;">1997 Bluebird Bus - Transit Capacity: 78 Other Segment Driver: <div style="border: 1px solid black; width: 150px; height: 15px;"></div></div>	Segment Assigned <div style="border: 1px solid black; padding: 2px; background-color: yellow;">All Trip Segments - Stay</div>
<b>Passenger Count</b> <div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 40px; height: 30px; text-align: center;">Students</div> <div style="border: 1px solid black; width: 40px; height: 30px; text-align: center;">Adults</div> </div>	<b>ODOMETER MILES</b> <b>TIMES</b>			
	Start:			
	Arr P/U:			
	Lv P/U:			
	Arr Dest:			
	Lv Dest:			
	Return P/U			
	End			
			Refused <input type="checkbox"/> Accepted <input type="checkbox"/> Driver's Signature _____ Date _____ ***Driver Scheduling Change***	
			<div style="text-align: center;">-----TOTALS-----</div> <div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 60px; text-align: center;">MILES</div> <div style="border: 1px solid black; width: 60px; text-align: center;">HOURS</div> </div>	

#### Trip Miscellaneous Expenses

TRIP EXPENSE DESCRIPTION	\$ EXPENSE	TRIP EXPENSE DESCRIPTION	\$ EXPENSE
#1: <div style="border: 1px solid black; width: 150px; height: 15px;"></div>	<div style="border: 1px solid black; width: 60px; height: 15px;"></div>	#3: <div style="border: 1px solid black; width: 150px; height: 15px;"></div>	<div style="border: 1px solid black; width: 60px; height: 15px;"></div>
#2: <div style="border: 1px solid black; width: 150px; height: 15px;"></div>	<div style="border: 1px solid black; width: 60px; height: 15px;"></div>	TOTAL MISCELLANEOUS EXPENSES: <div style="border: 1px solid black; width: 80px; height: 15px;"></div>	

#### ACTIVITY TRIPS - SAFETY INSTRUCTIONS

##### A. Show Operation of the Front Door

1. Air Operation
2. Manual Operation - Emergency Release
3. Emergency Stopping System (Brakes)

##### B. Show Location and Operation of Emergency Exits

1. Transit type buses have one or two emergency doors.
2. Conventional and WC buses have two emergency doors.
3. Type II buses have one emergency door in the back.
4. Emergency hatches.

##### C. Show Location and Operation of Emergency Windows

1. All operable windows in a school bus may be used for evacuation.
2. Rear window on a transit bus is an emergency exit.

##### D. Show the Location of the Following Items:

1. First Aid Kit
2. Fire Extinguisher - (Simulate Operation)
3. Reflectors or Warning Devices

#### Driver Certification and Signature

I certify that the safety instructions were completed for this trip. I also certify that the miles and hours listed on this form are accurate to the best of my knowledge:

Driver's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Safety Instruction Time Spent: \_\_\_\_\_

#### Customer Certification and Signature

I certify that the emergency instructions were completed for this trip and that the above time for the trip is correct.

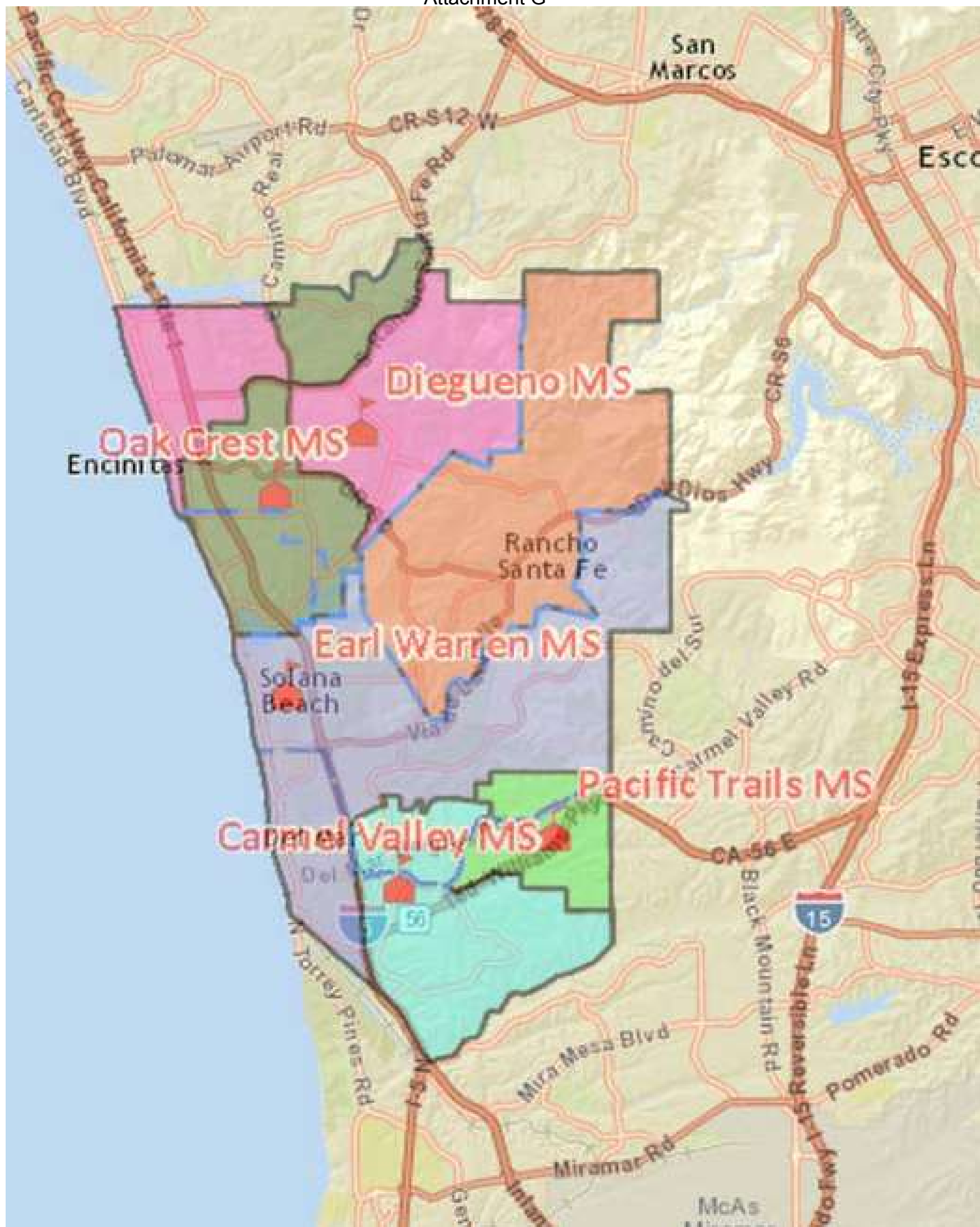
Customer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



AFTER HOURS PHONE #: 760-215-8390 Cell / Radio #202

Printed by the TransTraks System On:

05/16/2013 at 01:39 PM



## CONSUMER PRICE INDEX – CALIFORNIA

Los Angeles-Long Beach-Anaheim, San Francisco-Oakland-Hayward, San Diego-Carlsbad,  
Riverside-San Bernardino-Ontario, United States City Average, 2022-2023

All Items  
1982 - 1984 = 100

All Urban Consumers

Year	Month	California <sup>a</sup>	Los Angeles Long Beach Anaheim <sup>b</sup>	San Francisco Oakland Hayward <sup>b</sup>	San Diego Carlsbad <sup>b</sup>	Riverside San Bernardino Ontario <sup>b</sup>	U.S. City Average <sup>b</sup>
2022	January		301.209		332.990	118.963	281.148
2022	February	311.048	302.164	320.195			283.716
2022	March		306.679		339.852	122.127	287.504
2022	April	316.847	308.302	324.878			289.109
2022	May		310.649		343.502	123.893	292.296
2022	June	322.043	314.072	330.539			296.311
2022	July		313.415		347.462	125.262	296.276
2022	August	322.275	313.608	328.871			296.171
2022	September		315.033		350.721	125.272	296.808
2022	October	324.819	317.014	332.062			298.012
2022	November		314.633		348.145	125.983	297.711
2022	December	323.148	312.601	331.222			296.797
2022	Annual Average	319.224	310.782	327.060	344.416	123.784	292.655
2023	January		318.591		354.453	127.683	299.170
2023	February	327.819	317.571	337.173			300.840
2023	March						
2023	April						
2023	May						
2023	June						
2023	July						
2023	August						
2023	September						
2023	October						
2023	November						
2023	December						
2023	Annual Average						

Date of last update: 4/12/2023

<sup>a</sup> Weighted average of the consumer price indexes for Los Angeles-Long Beach-Anaheim, San Francisco-Oakland-Hayward, San Diego-Carlsbad, and Riverside-San Bernardino-Ontario. A conversion factor has been included for comparability of 2018 data with 2017 and prior years. Computed by the Department of Industrial Relations, Office of the Director - Research Unit from indexes issued by the U.S. Department of Labor.

<sup>b</sup> Source: U.S. Department of Labor, Bureau of Labor Statistics. Beginning with the November 2017 data, indexes for San Diego-Carlsbad will be published bi-monthly on odd months only (January, March, May, etc.). The Riverside-San Bernardino-Ontario indexes are on a December 2017 = 100 base and will be published bi-monthly on odd months only (January, March, May, etc.).



### CONSUMER PRICE INDEX – CALIFORNIA

Los Angeles-Long Beach-Anaheim, San Francisco-Oakland-Hayward, San Diego-Carlsbad,  
 Riverside-San Bernardino-Ontario, United States City Average, 2021-2022

All Items

1982 - 1984 = 100

All Urban Consumers

Year	Month	California <sup>a</sup>	Los Angeles Long Beach Anaheim <sup>b</sup>	San Francisco Oakland Hayward <sup>b</sup>	San Diego Carlsbad <sup>b</sup>	Riverside San Bernardino Ontario <sup>b</sup>	U.S. City Average <sup>b</sup>
2021	January		280.178		307.688	109.550	261.582
2021	February	289.632	281.347	304.387			263.014
2021	March		282.648		315.035	110.981	264.877
2021	April	294.274	285.808	309.419			267.054
2021	May		287.620		317.141	113.222	269.195
2021	June	297.447	289.218	309.497			271.696
2021	July		290.890		323.906	114.682	273.003
2021	August	299.815	291.333	311.167			273.567
2021	September		292.209		324.138	115.557	274.310
2021	October	302.793	294.961	313.265			276.589
2021	November		296.790		326.422	117.206	277.948
2021	December	306.109	297.925	315.805			278.802
2021	<b>Annual Average</b>	297.371	289.244	309.721	319.761	113.875	270.970
2022	January		301.209		332.990	118.963	281.148
2022	February	311.048	302.164	320.195			283.716
2022	March		306.679		339.852	122.127	287.504
2022	April	316.847	308.302	324.878			289.109
2022	May						
2022	June						
2022	July						
2022	August						
2022	September						
2022	October						
2022	November						
2022	December						
2022	<b>Annual Average</b>						

Date of last update: 6/13/2022

<sup>a</sup> Weighted average of the consumer price indexes for Los Angeles-Long Beach-Anaheim, San Francisco-Oakland-Hayward, San Diego-Carlsbad, and Riverside-San Bernardino-Ontario. A conversion factor has been included for comparability of 2018 data with 2017 and prior years. Computed by the Department of Industrial Relations, Office of the Director - Research Unit from indexes issued by the U.S. Department of Labor.

<sup>b</sup> Source: U.S. Department of Labor, Bureau of Labor Statistics. Beginning with the November 2017 data, indexes for San Diego-Carlsbad will be published bi-monthly on odd months only (January, March, May, etc.). The Riverside-San Bernardino-Ontario indexes are on a December 2017 = 100 base and will be published bi-monthly on odd months only (January, March, May, etc.).