

Requests for Bids

Bid No. 20-21-05

Pupil Transportation Services



ORO GRANDE SCHOOL DISTRICT

19900 National Trails Hwy, PO Box 386, Oro Grande, Ca 92368

**NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the Oro Grande School District of San Bernardino County, California, acting by and through its Board of Education, hereinafter referred to as the District, will receive up to, but no later than, **1:00 p.m., on April 1st, 2021**, sealed bids for the purchase of:

**PUPIL TRANSPORTATION SERVICES**

**Bid No. 20-21-05**

Proposals must be submitted in a sealed envelope, marked with the bid number and title, and returned to the Oro Grande School District, Purchasing Department, 19900 National Trails Hwy, Oro Grande, Ca 92368. Proposals will also be accepted via email to [morgan\\_daugherty@orogrande.org](mailto:morgan_daugherty@orogrande.org). It is the Contractor's responsibility to ensure the email was received.

Proposals received later than the designated time and date specified will be returned to the Contractor unopened. Facsimile or email submittals of the proposal will not be accepted. There will be no public opening of proposals.

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

Copies of the bid documents may be obtained from the Oro Grande School District website: [http://www.orogrande.net/departments/business\\_services](http://www.orogrande.net/departments/business_services) or by contacting Morgan Daugherty in our Purchasing Department via email to [morgan\\_daugherty@orogrande.org](mailto:morgan_daugherty@orogrande.org).

Morgan Daugherty  
Purchasing Manager  
Oro Grande School District

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### **INSTRUCTIONS TO BIDDERS**

1. Preparation of BID Proposal: The Oro Grande School District ("DISTRICT") invites bids on the form attached to be submitted at the time and place stated in the Notice Inviting Bids. Proposals will also be accepted via email to [morgan\\_daugherty@orogrande.org](mailto:morgan_daugherty@orogrande.org). It is the Contractor's responsibility to ensure the email was received. Bids ("Bid" or "Bids") shall be submitted on the prescribed bid form, completed in full. All bid items and statements shall be properly filled out. The signatures of all persons signing the Bid shall be in longhand and in permanent blue ink. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by the signature of the person signing the Bid.
2. Questions
  - a. In order for the Contractor to receive answers to questions or addenda, DISTRICT must receive the information by 10:00 a.m. March 25th, 2021. If Contractor does not receive confirmation from DISTRICT that its information has been received, Contractor must contact DISTRICT to ensure DISTRICT received the information.
  - b. All questions raised by Contractors will be answered with an Addendum to the bid, each Addendum will be posted on the District website.
3. Form and Delivery of Bids: The Bid shall be made on the bid form provided, and the complete Bid together with any and all additional materials as required by the Contract Documents, as defined in the Agreement, shall be enclosed in a sealed envelope, addressed and delivered or mailed to DISTRICT's Purchasing Department, mailing address: PO Box 386, Oro Grande, Ca 92368 and must be received on or before the time set forth in the Notice Inviting Bids. The envelope shall be plainly marked with Contractor's name, address, the Bid # and the date and time for opening of bids. It is the Contractor's sole responsibility to ensure that its Bid is received in the Purchasing Department prior to the scheduled closing time for receipt of bids. Proposals will also be accepted via email to [morgan\\_daugherty@orogrande.org](mailto:morgan_daugherty@orogrande.org). It is the Contractor's responsibility to ensure the email was received. In accordance with Government Code section 53068, any Bid received after the scheduled closing time for receipt of bids or after any extension due to material changes shall be returned to the Contractor unopened. There will be no public opening of proposals.
4. Signature: Any signature required on the Contract Documents must be signed in the name of Contractor, must bear the signature of the person or persons duly authorized to sign the documents, and must be in permanent blue ink. If Contractor is a corporation, the legal name of the corporation shall first be set forth, together with either: (a) two signatures: one from among the chairman of the board, president or any vice president (collectively, the "Operational Officers") and one from among the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (collectively, the "Financial Officers"); or (b) one signature, provided that the corporate officer holds at least one office as an Operational Officer and one office as a Financial Officer for the corporation; or (c) one signature of an officer or agent, provided that a properly executed corporate resolution authorizing such person to sign on behalf of and bind the corporation is submitted with the Bid. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. If Contractor is a joint venture or partnership, there shall be submitted with the Bid, certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Contractor, the individual who shall act in all matters relative to the Contract resulting therefrom for the joint venture or partnership. If the Contractor is an individual, his/her signature shall be placed on such documents.
5. Modifications: Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in

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the Contract Documents may result in DISTRICT's rejection of the Bid as not being responsive to the invitation to bid. No oral or telephonic modification of any Bid submitted will be considered.

6. Erasures, Inconsistent or Illegible Bids: The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the Bid. In the event DISTRICT determines that any Bid is unintelligible, inconsistent or ambiguous, DISTRICT may reject such Bid as not being responsive to the invitation to bid.
7. Examination of Contract Documents: At its own expense and prior to submitting its Bid, each Contractor shall examine the Contract Documents; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the Bid; determine the character, quality, and quantity of the equipment, materials and/or supplies to be provided; and correlate its observations, investigations, and determinations with the requirements of the Contract Documents. The failure or omission of any Contractor to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any Contractor from any obligation with respect to its Bid or to the Contract. The submission of a Bid shall be incontrovertible evidence that the Contractor has complied with all the requirements of this provision of the Instructions to Contractors. Contractors shall not at any time after submission of the Bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or quantity of equipment, materials and/or supplies to be provided.
8. Evaluation Criteria:
  - a. Responses to all forms/parts of the bid
  - b. Contractor's experience and ability
  - c. Overall cost to the District
  - d. References
9. Evaluation Process: All BID Responses will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the Contractor to contact any other District representative may result in disqualification of the Contractor. All evaluation material will be considered confidential and not released by the District. The District reserves the right to make the award that is most advantageous to the District. Following the initial screening and review of Proposals, the Vendors included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews will be conducted at the Oro Grande School District Conference Center, 19900 National Trails Hwy, Oro Grande, CA 92368. In addition to conducting an oral interview, the District may during this stage of the evaluation process also contact and evaluate the Vendor's references, contact any Vendor to clarify any response or request revised or additional information, contact any current users of a Vendor's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process. The District may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The District may recommend award without Best and Final Offers, so Vendors should include their best Proposal with their initial submission. Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Vendors unless an agreement is reached.
10. Award of Contract: DISTRICT reserves the right to reject any or all Bids, or to waive any irregularities or informalities in any Bid or in the bidding. If two identical low Bids are received from responsible Contractors, DISTRICT will determine which Bid will be accepted pursuant to Public Contract Code

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section 20117. The award of the Contract, if made by DISTRICT, will be by action of the Governing Board and to the lowest responsible Contractor therefore from among those Contractors responsive to the call for bids. Each Bid must conform and be responsive to the Contract Documents.

11. **Competency of Contractors:** In selecting the lowest responsible Contractor, consideration will be given not only to the financial standing but also to the general competency of Contractor for the performance of the work or the supply of equipment and/or supplies covered by the Bid. By submitting a Bid, each Contractor agrees that DISTRICT, in determining the successful Contractor and its eligibility for the award, may consider Contractor's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect Contractor's performance of the work or the supply of equipment and/or supplies. To this end, each Bid shall be supported by a statement of Contractor's experience as of a recent date on the form entitled "INFORMATION REQUIRED OF CONTRACTOR," included with the bid packet. In addition, DISTRICT may conduct such investigations as DISTRICT deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Contractor to do the work and/or supply equipment and/or supplies in accordance with the Contract Documents to DISTRICT's satisfaction within the prescribed time; and DISTRICT reserves the right to reject the Bid of any Contractor who does not pass any such evaluation to the satisfaction of DISTRICT. If the work or supply of equipment and/or supplies requires a license, no Bid will be accepted from a Contractor who is not licensed in accordance with applicable State law. The District reserves the right to request any Contractor submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection process. Contractor agrees that failure on its part to list all cost components related to the purchase will not be accepted by the District as an acceptable justification to re-quote the proposal. Contractor acknowledges that the original proposal and costs provided stand. The District reserves the right to cancel or renegotiate the purchase any time prior to an order being submitted. The District reserves the right to negotiate terms and scope of work with the highest ranked Contractor. If an agreement cannot be negotiated, the District reserves the right to negotiate with any other Contractor.
12. **Workers' Compensation:** In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to all employees. Contractor shall sign and file with DISTRICT together with the executed Agreement the following certificate prior to performing the work or providing the equipment and/or supplies under the Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions prior to the execution of the Agreement." The form of such certificate is included as a part of the Contract Documents.
13. **Anti-Discrimination:** It is the policy of DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical disability, mental disability, medical condition, or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
14. **Hold Harmless:** Contractor shall indemnify and hold harmless DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
  - a. Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by Contractor or any person, firm or corporation employed by Contractor upon or in connection with the work and/or delivery of equipment and/or supplies called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of

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DISTRICT, its officers, employees, agents or independent Contractors who are directly employed by DISTRICT.

- b. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of Contractor, or any person, firm, or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including DISTRICT, arising out of, or in any way connected with the work and/or delivery of equipment and/or supplies covered by the Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose from the negligence or willful misconduct of anyone employed by Contractor, either directly or by independent contract, and not by the active negligence of DISTRICT.
  - c. Any failure or alleged failure to comply with any provision of law or the Contract Documents.
  - d. Any dispute between Contractor and its subContractors/ suppliers/ sureties.
  - e. Contractor, at Contractor's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against DISTRICT, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
15. Excise Taxes: Contractor will pay all applicable federal, state and local taxes on all materials, labor, or services furnished by it; and all taxes arising out of its operations under the Contract Documents. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, DISTRICT, upon request, will execute documents necessary to show (1) that DISTRICT is a political subdivision of the State of California for the purposes of such exemption and (2) that the sale is for the exclusive use of DISTRICT. No excise tax for such materials shall be included in any Bid price.
16. Sales Tax: Contractor shall include San Bernardino County, California sales tax in its Bid (7.75%) as outlined on the Bid Form.
17. Status of Contractor: Contractor is, and shall at all times be deemed to be, an independent Contractor and shall be wholly responsible for the manner in which it performs the work or services required of it by the terms of the Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between DISTRICT and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the work or services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees. DISTRICT shall be permitted to monitor the activities of the Contractor to determine compliance with the terms of the Agreement.
18. Prohibited Interests: No DISTRICT official who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving the Contract, shall become directly or indirectly interested financially in the Contract or in any part thereof. Contractor shall receive no compensation and shall repay DISTRICT for any compensation received by Contractor hereunder, should Contractor aid, abet or knowingly participate in violation of this section.
19. District's Right to Terminate Contract:
- a. Termination for Cause

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- i. If Contractor refuses or fails to deliver the equipment or supplies with such diligence as will insure its complete delivery within the time specified or any extension thereof, or if Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to perform work or deliver equipment and/or supplies as to ensure complete delivery within the time specified, or if Contractor persistently disregards laws, ordinances or instructions of DISTRICT, or if Contractor should otherwise be guilty of a substantial violation of any provision of the Agreement, then Contractor shall be deemed to be in default of the Agreement and DISTRICT may, without prejudice to any other right or remedy, serve written notice upon Contractor of DISTRICT's intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to DISTRICT for the correction thereof be made, the Agreement shall upon the expiration of one hundred twenty (120) days, cease and terminate. In such a case, Contractor shall not be entitled to receive any further payment until performance is completed.
  - b. Termination for Convenience.
    - i. DISTRICT may, at any time, terminate the Contract for DISTRICT's convenience and without cause as of the end of the current school year, upon not less than one hundred twenty (120) days of prior written notice to the other party.
    - ii. In case of such termination for DISTRICT's convenience, Contractor shall be entitled to receive payment from DISTRICT for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including overhead and profit for that portion of the work completed, and reasonable proven damages.
  - c. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to DISTRICT.
20. Drug-Free Workplace Certification: Pursuant to Government Code sections 8350 et seq., Contractor will be required to execute a Drug-Free Workplace Certificate upon execution of the Agreement. Contractor will be required to take positive measures outlined in the certificate in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.
21. Patents, Royalties, and Indemnities: Contractor shall hold and save DISTRICT and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by DISTRICT, unless otherwise specifically provided in the Contract Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of DISTRICT or its officers, agents, or employees.
22. Contractor shall provide evidence of insurance with the following minimum limit of liability:
- a. General Liability
    - i. Commercial General Liability with limits of not less than \$2,000,000 per occurrence and in the aggregate, for Bodily Injury, Personal and Advertising Injury and Property

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Damage including Blanket Contractual Liability, Products Liability, Completed Operations.

- ii. Contractor's insurance to be primary and noncontributory.
  - iii. 30-day notice of intent to cancel, non-renew, or make material change in coverage.
  - iv. District and CSRM JPA to be covered as Additional Insured by endorsement for all ongoing and completed operations.
  - v. Executed Indemnity and Hold Harmless Agreement (see Appendix H) or substantially similar provisions should be included in the bid specifications or contract.
- b. Automobile Liability
- i. \$5,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident.
  - ii. Coverage to include "Owned, Non-Owned, and Hired" automobiles.
  - iii. 30-day notice of intent to cancel, non-renew, or make material change in coverage.
- c. Workers' Compensation/Employer's Liability
- i. Workers' Compensation insurance as required by the State of California with Certificate of Insurance indicating "statutory" limits.
  - ii. 30-day notice of intent to cancel, non-renew, or make material change in coverage.
  - iii. Employer's Liability, \$1,000,000 per accident or disease.
- d. Childhood Sexual Assault
- i. \$3,000,000 per occurrence or claim.
  - ii. District and CSRM JPA to be covered as Additional Insured by endorsement for all ongoing and completed operations.
  - iii. 30-day notice of intent to cancel, non-renew, or make material change in coverage.

The Insurance Certificate/Additional Insured section shall be project specific. Contractor shall not commence the performance of the Contract without such proof of insurance. Contractor shall provide proof of insurance coverage to DISTRICT within 72 hours subsequent to the Notice of Award or shall be deemed non responsive.

23. Contractor Claims: If Contractor shall claim compensation for any damage sustained by reason of the acts of DISTRICT or its agents, Contractor shall, within five (5) days after sustaining such damage, make to DISTRICT a written statement of the damage sustained. On or before the fifteenth (15th) day of the month succeeding that in which such damage shall have been sustained, Contractor shall file with DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall have been made as thus required, Contractor's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.
24. Non-Conforming Equipment and Supplies: Contractor shall promptly remove from the premises all equipment or supplies delivered by Contractor and identified by DISTRICT as failing to conform to

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the Contract, whether incorporated or not. Contractor shall promptly replace the non-conforming equipment and supplies to comply with the Contract Documents without additional expense to DISTRICT and shall bear the expense of making good all property destroyed or damaged by such removal or replacement. If Contractor does not remove such equipment or supplies within a reasonable time, fixed by written notice, DISTRICT may remove it and store the material at Contractor's expense. If Contractor does not pay the expenses of such removal within ten (10) days thereafter, DISTRICT may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all costs and expenses that should have been borne by the Contractor.

25. Annual Rate Adjustment: District and Contractor recognize that certain of the Contractor's costs are subject to change during the term of this Agreement. As such, the Parties agree that the compensation for the services described herein shall be examined for possible increase on a year-to-year basis. The Contractor shall submit to the District a new adjusted rate schedule by the first week of March, along with documentation justifying the rate changes submitted. The increase shall not be greater than the percentage increase as measured by the US City Average Consumer Price Index (CPI-W) for all items for San Bernardino County, Ca for the preceding calendar year, unless agreed upon in writing by the District. In no case shall the increase be greater than 5%. Following the first year, any agreed upon cost adjustment shall take effect July 1st through the remaining term of the Agreement, including any extensions.
26. Bid Bond and Performance Bond: The Contractor shall provide a Bid Bond as set forth in the bidding documents. In addition, Contractor shall provide a performance bond, in the form and with the content similar to Appendix 1, equal to one hundred percent (10%) of the annual BID amount to provide regular and special education home-to-school Services. The cost of providing such a performance bond shall be included in the BID amount. Only bonds executed by a surety admitted in the State of California as defined in Code of Civil Procedure section 995.120 will be accepted.
27. Subcontracting: No agreements will be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of the District. This provision will not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder.
28. No Assignment: Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or of its rights, obligations, title or interest in or to the same or any part thereof, without the previous written consent of DISTRICT; and Contractor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its rights, obligations, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Contract may, at the option of DISTRICT, be terminated, revoked and annulled, and DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to Contractor; and to its purported assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against DISTRICT in law or equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any monies to become due hereunder, unless authorized as set forth herein by written consent of DISTRICT. Any assignment of money due or to become due under the Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under the Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that the claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject to withholding of payments as determined by

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DISTRICT in accordance with the Contract.

29. No Waiver: The failure of DISTRICT in any one or more instances to insist upon strict performance of any of the terms of the Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
30. Arbitration: Any disagreement regarding the interpretation, meaning or effect of any provision of the Contract shall be settled by arbitration if so requested by both parties in writing. In case of such a joint written request, the parties agree that within sixty (60) days, binding arbitration will be entered into, with each party having selected an arbitrator, and the two having selected a third. The decision of the majority of the arbitrators shall be binding up on each of the parties hereto. The cost of such arbitration shall be shared equally between the parties.
31. Transition Close-Out: Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:
  1. Continue delivering services to the District until notified otherwise; and
  2. Assist the District in the orderly transition and transfer of data, if applicable, to the District and the subsequent Contractor(s); and
  3. Provide, in a timely manner, all file and database information deemed necessary by the District for use in subsequent contracting activities without additional cost to the District or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
  4. Cooperate with the District during a transition close-out period to ensure orderly and seamless delivery of Services.

### **SCOPE OF WORK**

1. General Scope: Contractor shall, during the period aforementioned, manage and maintain the required number of school buses and bus drivers to transport conveniently, safely and reliably, students designated by the District to be served under the provisions of the contract. Such transportation shall be provided for regular home-to-school and special education transportation services for each and every day that the school is convened and, in addition, Contractor shall during the period of this agreement provide transportation for all students or other authorized personnel as may be required by the District for field trips, excursions, athletic activities, extended school year, summer school, or any other purpose designated by the District. The current school year is based generally on 180 days of school in which transportation is required.

#### **a. Option 1**

- i. In conformance with SB 328, the District would elect to have both sites (Elementary and Secondary) to start school at 8:30a.m. The Contractor shall be responsible for completing all stops within Exhibit 1 and accommodate for the new start times, with the assumption that each Route listed is a full bus.
- ii. District shall directly employ one Transportation Director and one full-time Bus Driver. Contractor shall provide all other employees to accommodate the current routes and comply with the specifications of this bid.
- iii. Contractor shall utilize all District owned pupil fleet. If a need arises for additional busing vehicles, the District shall be informed immediately of the need. The District shall purchase additional vehicles at their own cost.
- iv. Fuel, two-way radios, any video equipment, and storing of the fleet shall be the District's responsibility.
- v. Athletics, Activities, Field and Other Trips to be provided by the Contractor. The District routinely schedules athletic, activity and field trips in its normal course of business. For 2018-2019 there were approximately 212 trips. We anticipate similar activities in the future.
- vi. Special Education: The Contractor shall provide services, both in and out of the district, to transport special education students as required by the District. It is understood that requirements for special education buses vary from day to day, requiring careful attention and rapid adjustments of vehicle schedules. The Contractor shall be responsible for developing and coordinating Special Education routes. The Contractor will assist the District in communicating route information to both parents and schools. The Contractor shall pick up and drop off Special Education students on the same side of the street where they reside. Contractor shall deliver the students to emergency locations whenever directed by the District. The special education population in need of transportation varies from 1-5 students throughout the school year.

#### **b. Option 2**

- i. In conformance with SB 328, the District would elect to have both sites (Elementary and Secondary) to start school at 8:30a.m. The Contractor shall be responsible for completing only Secondary Site (RPMS & RPHS) stops within Exhibit 1.
- ii. District shall directly employ one Transportation Director to oversee all operations. Contractor shall provide all other employees to accommodate the secondary routes

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and comply with the specifications of this bid.

- iii. Contractor shall utilize all District owned pupil fleet. If a need arises for additional busing vehicles, the District shall be informed immediately of the need. The District shall purchase additional vehicles at their own cost. Assume District shall use 19 buses to perform Elementary routes with 2 as spare.
  - iv. Fuel, two-way radios, any video equipment, and storing of the fleet shall be the District's responsibility.
- 2. Term: The initial term of this Contract shall be 5 years and will begin July 1, 2021 and expire June 30, 2026. An additional 5 year renewal shall be optional.
  - 3. Fleet Maintenance: All maintenance of the District pupil transportation fleet shall be completed by the Contractor.
  - 4. Fleet: Contractor shall maintain the vehicles used to provide transportation services under this Agreement in accordance with law and accepted industry maintenance standards. Contractor shall examine each vehicle in accordance with its preventative maintenance schedule during the term of this Agreement. District shall have the right to inspect school buses and all other vehicles used in the performance of this Agreement at all reasonable times and by all reasonable means to ensure safety compliance. The prices included with this Agreement do not include future required modifications to vehicles.
  - 5. District Inspection: The District retains the unrestricted right to inspect at any time the Contractor's records, maintenance and operational procedures and driver training as well as other areas pertaining to compliance with contractual terms and/or required methods of transporting pupils.
  - 6. Pre-Trip Inspections: The Contractor shall make certain that pre-trip inspections, as required by California law, are performed on vehicles assigned to this Contract. The Contractor shall make said logs available to District staff upon request.
  - 7. Routes:
    - a. Routing Software: Contractor may utilize the District's routing software license. Contractor will be responsible for on-going routing software fees and upgrades. Contractor will demonstrate in their response their ability to maximize such software. If Contractor prefers to utilize a different routing software, the Contractor will specify which software and demonstrate their ability to maximize that software. If the Contractor proposes to modify or change its routing software, that software must also interface with the District's student information database (Aeries) and the proposed software may only be substituted after written approval by and at no cost to the District.
    - b. Regular Home-To-School Routes: The Contractor will route all buses with safety, efficiency, and whenever possible, cost savings in mind, following California regulations and District policies. The District shall retain responsibility for final approval of all routes and route changes. The Contractor will review routes monthly and may propose new or modified routes to the District when considered appropriate.
    - c. Route Testing: Prior to July 25th of each school year the Contractor shall field-test all routes that the District has approved. Contractor shall notify the District of any time discrepancy in scheduling. All drivers shall "dry-run" their routes before the start of the school year. The cost of this will be borne by the Contractor.
    - d. Route Problem Solutions: If problems develop with loads, bus times, or other problems that

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might be corrected by route alterations, Contractor is expected to develop such solutions and present them to the District for consideration prior to any change.

- e. Route Restrictions: In the designation and selection of routes, under this Agreement, Contractor shall be limited to operation of equipment on highways, roads and streets that are owned and maintained by the State of California or any local municipality. However, the District at its option in accordance with established District policy, may specify that Contractor operate over private roads which are maintained in a condition equal to that of the maintenance provided for public roads, given permission from property owners.
- f. Route Changes: Student transportation requirements may vary throughout the school year, resulting in adding or deleting buses, and combining or splitting routes. Any and all route changes shall be pre-approved by the District. Contractor's drivers are not to modify the established District approved bus routes without District approval.
  - i. School Schedules: Establishment of school hours is the responsibility of the District. It is recognized, however, that school hours have a great impact on the ability of the Contractor to efficiently meet the requirements of the Contract. The District will inform the Contractor of any planned changes in school hours, from one year to the next, no later than July 1. The Contractor will support the District in its establishment of the best combination of school and bus schedules by July 15th, with all final decisions at the discretion of the District.
- 8. Fuel: The district shall provide fuel for the service of this contract. Access is controlled and tracked through assigned driver ID's and fuel cards. Any use of district fuel for non-district operations will be documented and billed to the Contractor with all applicable taxes. The Contractor will provide the district with a monthly fuel log, containing bus information, miles traveled, what type of trip (route, activity, field trip, etc.) and gallons used, for all fuel used for contracted services. The Contractor shall make reasonable effort to fuel at Beck Oil Inc. CFN Site #83 or CFN Site #84 (Victorville).
- 9. District Policies: The District shall have the exclusive right and obligation to set standards or policies regarding student transportation in general and in particular as to the beginning and ending time of schools, walking distances to school, the establishment of bus stops, bus arrivals and departure times, railroad crossings, current route descriptions, and all other pertinent policies relating to transportation. The District shall designate the students for whom Contractor shall provide Regular Service. Contractor shall provide Regular Service for such students for each day that school is in session during the term of this agreement and shall provide Special Service for such students and authorized District Personnel as the District may require.
- 10. Staffing Structure: Contractor shall coordinate a sufficient work force and have on hand drivers, substitute drivers, mechanics, and management (if needed) during normal operating hours so as to be able to perform uninterrupted reliable on time service in case of emergencies, no-shows, and other exceptional circumstances. The responsibility for hiring new and discharging non-District employed personnel in respect to all of the foregoing shall rest entirely upon the Contractor and the Contractor agrees that it shall enter into no agreement or arrangement with any employee, person, group or organization which will in any way interfere with the Contractor's ability to comply with this requirement. The Contractor further agrees that the District shall have the right by written order to require dismissal from the Contractor's employ or transfer of any person(s) or driver(s) who in the opinion of the District, is not of appropriate personality, character, temperament or qualifications to operate a school bus as set forth in this Agreement, or who is not in compliance with this contract, the District Policy or any government laws or regulations as related to his or her job in regard to any or all of the foregoing. Vendor is required to include in his response to this RFP an organization chart. The Contractor shall not knowingly employ anyone who has:
  - a. A felony conviction within the past ten years or any conviction for a crime of violence, sexual

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offense, drug use or sale, child abuse or child pornography.

- b. Conviction of DUII, manslaughter, leaving the scene of an accident, or driving with a suspended or revoked license.
  - c. Conviction within the past two years of careless or reckless driving.
  - d. Conviction of more than one offense in the past three years of speeding, violation of a traffic signal, or citation.
  - e. A pattern of driving violations on the record.
  - f. Drivers must meet all requirements of a California School Bus Driver.
11. Controlled Substance Use and Testing: In accordance with the Federal Omnibus Transportation Employee Testing Act, the Department of Transportation Federal Highway Administration Regulations (49 C.F.R., Parts 40 and 382 et al.), and California Vehicle Code Section 304520, the Contractor shall establish and maintain a formal controlled substances and alcohol use testing program.
12. Tuberculosis Testing: Contractor employees (staff, drivers, mechanics, etc.), who are expected to come into contact with District students shall be free of active tuberculosis. This requirement shall be consistent with the requirements for school employees as defined in California Education Code Section 49406. The Contractor shall provide the District with written documentation demonstrating compliance with this requirement every four (4) years.
13. Reports:
- a. Student records and student information shall not be considered public data and shall not be disclosed to any third party without the prior written consent of the District.
  - b. Discipline and Health: Contractor shall provide the District in accordance with District policy, student incident reports of behavioral, disciplinary, or health problems that arise during bus trips.
  - c. Accident: Contractor shall notify the District's designee immediately by telephone of any vehicle accident or injury. Contractor shall forward within twenty-four (24) hours of each accident where an injury is sustained a written report
  - d. Daily Bus Report (DBR): Contractor shall use and have drivers complete a Daily Bus Report (DBR) in a format agreed to. Reports shall be completed for each individual bus movement by date and route. These shall remain on file at the transportation facility and be available for District audit and review on request.
  - e. Bus Driver Information Reports/Records and Reports: Contractor shall provide Bus Driver Information Reports to the District Business Office prior to the start of school and with quarterly updates, as required by the District. The reports shall contain such information as, but not be limited to, driver's names, dates of birth, dates of license issuance and expiration, bus to which assigned, and dates and types of training.
  - f. Monthly Summary Report: The Contractor shall supply the District with a monthly summary report. The report will include, but not necessarily be limited to:
    - i. The number of open routes
    - ii. Current roster of assigned drivers including photos of drivers

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- iii. Current roster of substitute/cover drivers including photos of drivers
  - iv. Number of drivers in training and estimated completion date
  - v. The number of accidents
  - vi. The number of vehicle breakdowns
  - vii. How many route/runs that had to be combined or covered by a different bus route, indicating date and time per incident
  - viii. Late buses, indicating what school, route, date, day, time and reason
14. District Meetings: Contractor shall be available for attendance at District meetings and school board meetings as needed and requested by the District.
15. Driver Meetings: Joint meetings for training and open exchange between District staff and Drivers may be held periodically. The Contractor and its drivers shall work in support of District policies and strategies regarding interaction with students and handling of behavioral problems. It is essential that the District and Contractor establish open and constructive communications. This relationship will also be a major factor in the District's evaluation of Contractor performance.
16. Presentation (as requested): Contractor shall be available to make a presentation annually to District designated personnel and/or the District Board of Directors summarizing the prior year's activities, latest developments within the field of pupil transportation, the Contractor's company, other items of interest to the District and plans for the year ahead. The date for the presentation will be selected by the District with a minimum of 30 day notice to the Contractor.
17. Monthly Billing: Accompanying the monthly billing, the Contractor will provide the District with a spreadsheet file in Excel format of the billing work up. Invoices shall cover the period from the first day of the month through the last day of the month. All Invoices shall be submitted by the fifteenth (15th) day of the month following the month being billed. Prior to beginning service, the District and Contractor shall agree on an invoice format and required supporting details. District shall pay approved invoices within thirty (30) days.
- a. Invoices for charges for excess time, utilized during a given month shall be submitted with the monthly invoice for scheduled routes. A completed copy (indicating time) of the "Request for Transportation" form authorizing the trip shall accompany the invoice.
18. Safety Program: The absolutely critical aspect of any pupil transportation program is the safety of the students. The District expects a superior quality fleet, including accountability of drivers for the safe operation of their vehicles, communication with the terminal, high quality maintenance of buses, and support of District policy regarding rider behavior and behavioral problems.
- a. Contractor shall administer a satisfactory safety program, which shall conform to the requirements of the State of California and includes but is not limited to a regularly scheduled safety meeting for contractor's personnel. It shall also include a school bus safety and training program for students.
  - b. Prior to the beginning of each school year all drivers will have to satisfactorily pass a pre-trip inspection and behind the wheel test. Upon request the Contractor will submit a report to the District listing all drivers and their test completion date.
  - c. The Contractor will develop and maintain, with District approval, a written emergency crisis plan that addresses transportation emergencies in conjunction with the District's Emergency Plan. The Contractor will instruct all of its employees of the content of both the Contractor's

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and the District's emergency plans. The Contractor's plan shall be submitted with the Request for Proposal and requires District approval prior to implementation.

- d. Contractor shall be available to make bus safety presentations to District students in grades K-12 as advised and directed by the District. These presentations will be in addition to the Emergency Evacuation Drill sessions. In addition, assemblies and large group presentations may be requested by individual principals.
  - e. A driver supervisor shall ride with every certified bus driver twice annually for the purpose of observing and evaluating their driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, regulations, adherence to specified route schedules and times, and method of student management. The Contractor will submit a report to the District listing all drivers and their completion date. In addition, the District may at any time have a representative ride with any driver of the Contractor for the purpose of observation to assure compliance with the terms and conditions of this agreement.
  - f. Each bus shall be equipped with an approved first aid kit and a blood borne pathogen kit. Kits are to be inspected by the Contractor and supplies replenished on a systematic basis by the District.
19. Inclement Weather: The Contractor shall operate during inclement weather conditions unless routes are canceled by the District. Contractor shall provide in a timely manner appropriate equipment (chains and snow tires) and trained personnel, and shall implement District defined alternate routes as necessary to operate under such conditions. The District shall have the sole responsibility of altering bus routes to snow routes or canceling bus service for that day. To ensure that the District is able to make a sound decision pertaining to the cancellation or alteration of bus routes the Contractor is required to travel and inspect designated roads during inclement weather and consults with the District designee regarding road conditions prior to 5:00 AM. Should bus services be required, Contractor agrees that it will abide by the decision of the District and will operate the routes as normally as possible. During the fall of each year, the Contractor shall meet with the District to determine any changes in routes that should be made during inclement weather so that the children and their parents may be notified in advance of such weather occurring.
20. Student Bus Conduct:
- a. Driver Training and Consistency: The District pursues diligently the consistent handling of student behavior issues so that our students know what is expected. It is important that our bus drivers also work for consistent treatment and expectations of students to jointly maintain sound District-wide codes of conduct. The District shall share District procedures and policies, and the Contractor will develop and share those procedures relative to student conduct, and shall provide adequate training to its drivers in these standards. The Contractor shall maintain a continuing program to assure and promote driver adherence to District procedures and standards.
  - b. Behavior Problems: Contractor shall follow District procedures in reporting student behavior problems relative to the buses to the building principal or his/her office. All disciplinary matters will be handled in strict accordance with the District policy. It is the responsibility of the Contractor to implement and follow through with all student disciplinary action including but not limited to issuing misconduct citations, following through with revoked bus riding privileges, meeting with parents, and communicating with principals and school district personnel concerning student behavior. Drivers are responsible for filling out bus citations, communicating with principals, supporting principals' actions and meeting with principals and parents when necessary. The successful Contractor shall set forth in detail a proposed student discipline program. A procedure shall be developed, subject to the approval of the District, to report defined cases of student misbehavior on buses to the building principal or his office. All

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disciplinary matters will be handled in accordance with the District policy, including acts of vandalism to the buses.

- c. Communications: In addition to, and as an important supplement to other forms of communication between Contractor and the District, Contractor's drivers and District's principals shall establish direct communications to assure the most timely awareness of and solution to problems. Contractor shall be responsible for answering all calls related to drivers and student problems. Contractor is expected to work with building staff in individual school buildings in resolution of problems with students.
21. Compensation: It is essential to the District that the Contractor be able to attract and retain qualified drivers as long as possible. The volatility of the competitive labor market has forced the District to take an active role in defining compensation to achieve this objective. The District intends to work with the Contractor to establish pay scales. However, it is understood that for the employees of the Contractor, the Contractor has the final responsibility for establishing pay scales.

## EXHIBIT 1

### 2021-2021 Bus Routes

#### Elementary

##### ELEMENTARY SCHOOL 2020-2021

These are the times the bus will pull from the stop.  
 Students need to be at bus stop 5 min before the pull time.

	AM	PM	Min. Day		AM	PM	Min. Day
<b>Route 1 Barstow</b>				<b>Route 8 Adelanto</b>			
L Street	7:25 AM	4:25 PM	2:25 PM	Verbena & Villa	7:30 AM	4:12 PM	2:12 PM
				Verbena & Mojave	7:35 AM	4:17 PM	2:17 PM
<b>Route 2 Silver Lakes</b>							
Silver Lakes Pkwy / Rivers Edge	7:30 AM	3:55 PM	2:05 PM	<b>Route 9 Victorville</b>			
Silver Lakes Pkwy / Jamaica LN.	7:35 AM	4:00 PM	2:10 PM	Hopland & El Evado	7:38 AM	4:00 PM	2:00 PM
Lakeview @ North Marina	7:40 AM	4:05 PM	2:15 PM	Clovis & Orick	7:43 AM	3:50 PM	1:50 PM
				<b>Route 10 Victorville</b>			
<b>Route 3 Apple Valley</b>				Topaz & Rising Moon	7:15 AM	4:12 PM	2:12 PM
National Trails & Wilderness Ct.	7:05 AM	3:40 PM	1:40 PM	La Mesa & Ethan	7:26 AM	4:24 PM	2:24 PM
Riverside & Manitou	7:20 AM	4:00 PM	2:00 PM				
Yucca Loma & Algonquin Rd.	7:35 AM	4:15 PM	2:15 PM	<b>Route 11 Victorville</b>			
				West Trails & Reno Loop	7:40 AM	4:01 PM	2:02 PM
<b>Route 4 Hesperia</b>				Hook & Brucite	7:45 AM	4:06 PM	2:07 PM
Amargosa & Cataba	7:30 AM	4:15 PM	2:15 PM				
Cottonwood & Sequoia	7:42 AM	4:00 PM	2:00 PM	<b>Route 12 Victorville / Hesperia</b>			
				Francesca & Ridgecrest	7:19 AM	4:15 PM	2:12 PM
<b>Route 5 Helendale</b>				5th & Nuevo	7:29 AM	4:00 PM	2:00 PM
20887 National Trails Hwy		3:50 PM	1:50 PM				
20967 National Trails Hwy	7:16 AM	3:52 PM	1:52 PM	<b>Route 13 Victorville</b>			
21467 National Trails Hwy	7:17 AM	3:54 PM	1:54 PM	Amethyst & La Mesa	7:30 AM	4:20 PM	2:20 PM
NTH & Barbosa Rd.	7:18 AM	3:58 PM	1:58 PM	Showhorse & Renoloop	7:40 AM	4:08 PM	2:08 PM
NTH & Morning Glory	7:20 AM	4:00 PM	2:00 PM				
NTH & Oleander		4:02 PM	2:02 PM	<b>Route 14 Adelanto</b>			
NTH & Cardigan	7:24 AM	4:06 PM	2:06 PM	Richardson Park & Air Express	7:25 AM	4:00 PM	2:00 PM
Carousel Day Care	7:26 AM	4:08 PM	2:08 PM	Bellflower & Alexandria	7:35 AM	4:15 PM	2:15 PM
23968 National Trails Hwy	7:30 AM	4:12 PM	2:12 PM				
14686 Bryman Rd.	7:33 AM	4:16 PM	2:15 PM	<b>Route 15 Adelanto</b>			
Heritage Way	7:34 AM	4:17 PM	2:16 PM	Seneca & Jonathan	7:37 AM	4:07 PM	2:07 PM
22855 Bryman Rd.	7:36 AM	4:18 PM	2:17 PM	Seneca & Bellflower	7:43 AM	4:12 PM	2:12 PM
Bryman Rd. south of tracks	7:40 AM	4:21 PM	2:20 PM				
21445 National Trails Hwy	7:43 AM	4:26 PM	2:25 PM				
19382 National Trails Hwy	7:47 AM	4:29 PM	1:28 PM	<b>Route 16 - Adelanto</b>			
NTH & Antique Shop	7:49 AM	4:32 PM	2:31 PM	Mojave & Bellflower	7:35 AM	4:05 PM	2:05 PM
<b>Route 6 Victorville</b>				<b>Route 17- Victorville</b>			
Fresno & Avalon	7:30 AM	4:10 PM	2:10 PM	El Evado & La Habra	7:38 AM	4:15 PM	2:15 PM
Jeraldo & Mojave	7:40 AM	3:55 PM	1:55 PM	Vasquez & Odell	7:50 AM	4:00 PM	2:00 PM
<b>Route 7 Victorville</b>							
Redrock & Kokomo	7:32 AM	4:13 PM	2:13 PM	<b>Route 18-Barstow / Lynwood</b>			
Redrock & Parkwood	7:37 AM	4:17 PM	2:17 PM	Ash Rd & Lenwood Park	7:25 AM	4:30 PM	2:30 PM
Topaz & La Mesa	7:40 AM	4:20 PM	2:20 PM	26's	7:37 AM	4:12 PM	2:12 PM
				<b>Route 19-Victorville</b>			
				Hughes & Rodeo	7:35 AM	4:15 PM	2:15 PM
				Hook Park	7:43 AM	4:05 PM	2:05 PM

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Secondary

**HIGH SCHOOL MIDDLE SCHOOL 2020-2021**  
 These are the times the bus will pull from the stop.  
 Students need to be at bus stop 5 min before the pull time.

	AM	PM	Min. Day		AM	PM	Min. Day
<b>Route 1 - Barstow</b>				<b>Route 15 - Adelanto</b>			
<b>L Street Park &amp; Ride</b>	6:10 AM	3:05 PM	12:50 PM	Seneca & Jonathan	6:22 AM	2:45 PM	12:30 PM
<b>Two 6's Ranch</b>	6:25 PM	2:50 PM	12:35 PM	Seneca & Bellflower	6:25 AM	2:50 PM	12:35 PM
<b>Route 2 - Helendale/Lenwood</b>				<b>Route 16 - Adelanto</b>			
Lakeview @ North Marina	6:30 AM	2:40 PM	12:25 PM	Air Expressway & Richardson	6:15 AM	2:40 PM	12:20 PM
Silver Lakes Pkwy & Rivers Edge	6:35 PM	2:45 PM	12:35 PM	Mojave & Bellflower	6:25 AM	2:50 PM	12:35 PM
Silver Lakes Pkwy & Jamaica LN.	6:37 PM	2:50 PM	12:35 PM				
Lakeview @ Clubhouse*	6:39 PM	2:55 PM	12:40 PM	<b>Route 17 - Adelanto</b>			
				Verbena & Villa	6:20 AM	2:50 PM	12:35 PM
<b>Route 3 - Apple Valley</b>				Verbena & Mojave	6:25 AM	2:53 PM	12:38 PM
Riverside & Manitou	6:10 AM	2:45 PM	12:25 PM				
<b>Yucca Loma &amp; Algonquin</b>	6:25 AM	2:55 PM	12:35 PM	<b>Route 18 - Victorville</b>	AM	PM	Min Day
Emma Jeans*	---	2:30 PM	12:07 PM	<b>Hook &amp; Brucite</b>	6:35 AM	2:45 PM	12:30 PM
<b>Route 4 - Hesperia</b>				<b>Route 19 - Victorville</b>			
Amargosa & Cataba	6:17 AM	2:51 PM	12:43 PM	Hook Park	6:25 AM	2:35 PM	12:20 PM
Cottonwood & Sequoia	6:27 AM	2:41 PM	12:33 PM	Show Horse & Reno Loop	6:30 AM	2:40 PM	12:25 PM
<b>Route 5 - Oro Grande</b>				<b>Route 20 - Victorville</b>	AM	PM	Min. Day
20887 National Trails Highway	6:13 AM	2:35 PM	12:19 PM	<b>Rodeo &amp; Hughes</b>	6:25 AM	2:48 PM	12:33 PM
20967 National Trails Highway	6:15 AM	2:36 PM	12:20 PM	<b>Vasquez &amp; Odell</b>	6:40 AM	2:38 PM	12:23 PM
21467 National Trails Highway	---	2:37 PM	12:22 PM				
National Trails Hwy & Barbosa Rd		2:38 PM	12:24 PM	<b>Route 21 - Barstow</b>			
National Trails Hwy & Morning Glory	6:18 AM	2:40 PM	12:26 PM	<b>L Street Park &amp; Ride</b>	6:10 AM	3:05 PM	12:48 PM
22277 National Trails Highway	6:20 AM	2:42 PM	12:28 PM	<b>National Trails Hwy &amp; Paris</b>	6:18 AM	3:00 PM	12:43 PM
National Trails Highway & Cardigan	6:22 AM	2:47 PM	12:33 PM				
Carousel Day Care	6:25 AM	2:50 PM	12:36 PM	<b>Route 22 - Victorville</b>			
National Trails Highway & Bryman (north)	6:31 AM	2:55 PM	12:41 PM	<b>Fresno &amp; Avalon</b>	6:30 AM	2:52 PM	12:37 PM
National Trails Highway & Marigold	6:33 AM	2:57 PM	12:43 PM	<b>Capistrano &amp; Desert Lily</b>	6:40 AM	2:42 PM	12:27 PM
National Trails Highway & Hibiscus	6:34 AM	2:58 PM	12:44 PM				
National Trails Highway & Bryman (past tracks)	6:36 AM	3:01 PM	12:48 PM	<b>Route 23 - Victorville</b>	AM	PM	Min Day
21445 National Trails Highway	6:37 AM	---	---	<b>5TH &amp; Nuevo</b>	6:25 AM	2:55 PM	12:40 PM
Elementary School	6:45 AM	2:30 PM	12:10 PM	<b>Clovis &amp; Orick</b>	6:45 AM	2:38 PM	12:15 PM
<b>Route 6 - Victorville north</b>							
Jeraldo & Mojave (LDS church)	6:25 AM	2:40 PM	12:25 PM				
<b>Route 7 - Victorville</b>							
Redrock & Parkwood	6:20 AM	2:45 PM	12:30 PM				
Redrock & Kokomo	6:25 AM	2:48 PM	12:33 PM				
Topaz & La Mesa	6:30 AM	2:53 PM	12:38 PM				
<b>Route 8 - Victorville</b>							
Amethyst & La Mesa	6:25 AM	2:45 PM	12:30 PM				
<b>Route 9 - Victorville</b>							
El Evado & La Habra	6:26 AM	2:47 PM	12:28 PM				
<b>Route 10 - Victorville</b>							
Topaz & Rising Moon	6:11 AM	2:45 PM	12:26 PM				
La Mesa & Ethan	6:20 AM	2:54 PM	12:35 PM				
<b>Route 11 - Victorville</b>							
West Trails & Reno Loop	6:30 AM	2:40 PM	12:30 PM				
Show Horse & Reno Loop	6:35 AM	2:45 PM	12:35 PM				
<b>Route 12 - Victorville south</b>	AM	PM	Min Day				
<b>Francesca &amp; Ridgecrest</b>	6:20 AM	2:50 PM	12:35 PM				
<b>Route 13 - Victorville</b>	AM	PM	Min. Day				
<b>Hopland &amp; El Evado</b>	6:30 AM	2:40 PM	12:25 PM				
<b>Route 14 - Adelanto</b>							
Air Expressway & Richardson Park	6:15 AM	2:40 PM	12:20 PM				
Bellflower & Alexandria	6:25 AM	2:50 PM	12:30 PM				

Please use stop closest to your home

\*New Stops / New Times \*

Effective 8/3/20

Stop Times are subject to change, with notifications to parents before they go into effect.

updates are in bold and italic

**EXHIBIT 2**

**Current Transportation Fleet**

<b>Year</b>	<b>Make</b>	<b>Passenger</b>
1995	Thomas	84 Pass Bus
1997	Thomas	87 Pass Bus
1998	Thomas	84 Pass Bus
1998	International	72 Pass Bus
2001	Thomas	25 Pass Bus
2008	Bluebird	54 Pass Bus
2008	Bluebird	54 Pass Bus
2009	Bluebird	57 Pass Bus
2008	Bluebird	54 Pass Bus
2011	Bluebird	78 Pass Bus
2011	Bluebird	78 Pass Bus
2011	Bluebird	69 Pass Bus
2011	Bluebird	69 Pass Bus
2013	International	81 Pass Bus
2013	Bluebird	78 Pass Bus
2013	International	81 Pass Bus
2014	Bluebird	78 Pass Bus
2014	IC	81 Pass Bus
2014	IC	81 Pass Bus
2014	IC	81 Pass Bus
2014	IC	81 Pass Bus
2015	IC	82 Pass Bus
2015	IC	82 Pass Bus
2015	Starcraft Quest	21 Pass Wheelchair Bus
2016	IC	82 Pass Bus
2016	IC	82 Pass Bus
2019	IC	81 Pass Bus
2019	IC	81 Pass Bus
2019	IC	82 Pass Bus
2019	IC	82 Pass Bus

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2019	IC	82 Pass Bus
2019	IC	82 Pass Bus
2021	IC	82 Pass Bus
2021	IC	82 Pass Bus
2021	IC	82 Pass Bus
2021	IC	82 Pass Bus
2021	IC	82 Pass Bus
2021	IC	82 Pass Bus
2021	IC	82 Pass Bus
2021	IC	82 Pass Bus

**REQUIRED FORMS**

The following forms must be completed and submitted with the bid. Failure to provide all documents enumerated below may result in the Contractor's bid being deemed non-responsive.

- ☐ Bid Form
- ☐ Information Required of Contractor (Attachment #1 to Bid Form)
- ☐ Non-Collusion Affidavit (Attachment #2 to Bid Form)
- ☐ Bid Bond (Attachment #3 to Bid Form)
- ☐ Contractor's Certificate Regarding Workers' Compensation (Attachment #4 to Bid Form)
- ☐ Fingerprint Certification (Attachment #5 to Bid Form)
- ☐ Drug-Free Workplace Compensation (Attachment #6 to Bid Form)

**BID FORM**

TO: ORO GRANDE SCHOOL DISTRICT, acting by and through its Governing Board, herein called the  
"DISTRICT"

FROM:

---

Proper Name of Contractor ("Contractor")

1. Pursuant to your Notice Inviting Bids and the other documents relating thereto, the undersigned Contractor, having become familiarized with the terms of the complete Contract Documents, as defined in the Agreement, the local conditions affecting the performance of the Contract, as defined in the Agreement, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Contract Documents and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the Contract and complete in a good workmanlike manner all of the work required in connection with **Bid No: 20-21-05 Pupil Transportation Services**, all in strict conformity with the Contract Documents.
2. **ADDENDA:** The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Contractor to list all addenda).

ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____

---

**Pricing-Option 1**

Annual Home-to-School Route Cost (less Maintenance):

\_\_\_\_\_  
\_\_\_\_\_) (\$ \_\_\_\_\_

Annual Maintenance Cost:

\_\_\_\_\_  
\_\_\_\_\_) (\$ \_\_\_\_\_

Proposed Count of Additional 82-Passenger Buses Needed: \_\_\_\_\_

Proposed Count of Buses to be used as Spare: \_\_\_\_\_

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	<b>Minimum 3-hour Rate</b>	<b>Minimum 6-hour Rate</b>	<b>Additional 1/10 Hour Rate</b>
<b>Athletic/Activities/ Field Trip</b>			

**Pricing-Option 2**

Annual Secondary Only Home-to-School Route Cost (less Maintenance):

\_\_\_\_\_  
 \_\_\_\_\_ (\$ \_\_\_\_\_  
 —)

Annual Maintenance Cost All Fleet:

\_\_\_\_\_  
 \_\_\_\_\_ (\$ \_\_\_\_\_  
 —)

Proposed Count of Additional 82-Passenger Buses Needed for Secondary: \_\_\_\_\_

Proposed Count of Buses to be used as Spare for Secondary: \_\_\_\_\_

3. In submitting this Bid, the Contractor acknowledges that the Instructions to Contractors and Scope of Work are an integral part of the Contract Documents and that both have been read, understood and accepted by Contractor. Contractor understands and agrees not to disclaim knowledge of the meaning and effect of any term or provision of the Instructions to Contractors and Scope of Work and further agrees to strictly abide by their meaning and intent.
4. It is understood that DISTRICT reserves the right to reject this Bid and that this Bid shall remain open and not be withdrawn for the period of 120 days.
5. The required Information Required of Contractor is hereto attached.
6. The required Non-collusion Affidavit is hereto attached.
7. The required Fingerprint Certification is hereto attached.
8. It is understood and agreed that if written notice of the acceptance of this Bid is mailed or delivered to the undersigned after the opening of the Bid, and within the time this Bid is required to remain open, or at any time thereafter before this Bid is withdrawn, the undersigned will execute and deliver to DISTRICT a contract as provided by the DISTRICT with the Bid as accepted, and that the undersigned will also furnish and deliver to DISTRICT all other documents specified by the DISTRICT at time of award within five (5) calendar days after receipt.
9. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

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10. The name of all persons interested in the foregoing proposal as principals are as follows:

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(IMPORTANT NOTICE: Contractor or other interested person is a corporation, state legal name of corporation and the names of the chairman of the board, president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm and the names of all individual co- partners composing firm; if Contractor or other interested person is an individual, state first and last name in full.)

11. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of \_\_\_\_\_ and that \_\_\_\_\_ whose title is \_\_\_\_\_ and \_\_\_\_\_ whose title is \_\_\_\_\_ is/are authorized to act for and bind the corporation. See Section 4 of the Instructions to Contractors for additional information.

12. Contractor hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and Contractor shall indemnify, hold harmless and defend DISTRICT against any and all actions, proceedings, penalties or claims arising out of Contractor's failure to comply strictly with IRCA.

13. It is understood and agreed that, if requested by DISTRICT, Contractor shall furnish a notarized financial statement and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

I the below-indicated Contractor, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

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\_\_\_Proper Name of Company

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\_\_\_Name of Contractor Representative

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\_\_\_Street Address

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\_\_\_\_City, State, and Zip

\_\_\_\_Phone Number

\_\_\_\_Fax Number

\_\_\_\_E-Mail

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

Date:

\_\_\_\_\_  
Signature of Contractor Representative

**NOTE:** If Contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if Contractor is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Contractor is an individual, his signature shall be placed above.

**All signatures must be made in permanent blue ink.**

**INFORMATION REQUIRED OF BIDDER**

Contractor shall furnish the following information. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to Contractor's firm and any of its officers, directors, shareholders, parties and principals.

1. Firm name and address:

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2. Telephone number:

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3. Type of firm: (Check one)      Individual \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_ Joint Venture \_\_\_\_

4. Names and titles of all officers of the firm:

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5. Please give a brief history of the Contractor:

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6. Number of Years in Business:

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7. Number of years' experience providing the proposed, equivalent or related services:

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8. Company Size- Number of staff:

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9. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of DISTRICT? \_\_\_\_\_ If so, please elaborate.

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**Additional Required Attachments:** For each of the below bulleted items, please provide the requested information on your Company letterhead.

- References: Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this Request for BIDs.
  - All Contractor(s) must include present and past performance information in the form of a minimum of three (3) references, one of which MUST be a California public school. Each reference provided shall include, at a minimum, dates of work performed, current contact person, company, address, e-mail address and telephone number.
  - Describe a minimum of three (3) recent, similar projects, one of which MUST be a California public school. These projects must show the qualifications of the Contractor's capabilities to complete the District's project. Provide a summary of the scope of services, including project

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cost, performed for these other projects.

- Provide details of any failure or refusal to complete a contract. If none, that must be stated.
- Proposed Bus Routes: To include schedule, stops and number of buses used to execute.
- Vehicle Maintenance Plan: Describe your scheduled preventive maintenance program for vehicle fleets which your company manages. Please provide samples of any checklists you use for each type of preventive maintenance program and describe below your methods of ensuring that each vehicle actually receives preventive maintenance within the scheduled interval.
- Organizational Chart: To include proposed staff positions.
- Driver Training Plan: Describe your current, or proposed, training program for driver applicants who have no experience driving school buses. Describe the student management training your company's drivers receive. Describe your company's in-service driver training and retraining program. Please describe the program components and content of your training program. If available, please provide the following:
  - Length of the program (hours, days, months)
  - Number of hours in classroom
  - Number of hours behind-the-wheel
  - Description of the components of the program and the number of hours devoted to each component.

**Optional Attachments:** Vendors are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the District will consider Proposals that offer alternative/additional methods for ensuring high-quality service

**NON-COLLUSION DECLARATION**

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham bid. The Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham bid, or to refrain from bidding. The Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Contractor. All statements contained in the bid are true. The Contractor 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

Signed: \_\_\_\_\_

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, (hereafter called "Principal"), and \_\_\_\_\_ (hereafter called "Surety"), are hereby held and firmly bound unto the Oro Grande School District (hereafter called "District") in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain BID, attached hereto and hereby made a part hereof, to enter into a contract in writing for providing Pupil Transportation Services for the Oro Grande School District.

NOW, THEREFORE,

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

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the call for BIDs, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract, or the call for BIDs, or the work, or to the specifications.

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

SIGNATURES FOLLOW ON NEXT PAGE

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

(Corporate Seal)

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

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

By: \_\_\_\_\_  
Principal's Title

(Corporate Seal)

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

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

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

(Attached Attorney in Fact Certificate)

By: \_\_\_\_\_  
Surety's Name

By: \_\_\_\_\_  
Surety's Address

By: \_\_\_\_\_  
Surety's Phone Number

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IMPORTANT:

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

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

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**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 states as follows:

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

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

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

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

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of the Contract.

If Vendor is a corporation, this certification shall be executed by either the chairman of the board, president, or vice president, and if a different individual, also by the secretary, chief financial officer, or assistant treasurer. See Section 5 of Instructions to Contractors for additional information.

In signing below, Vendor covenants that it has complied with the signature requirements described in Section 5 of the Instructions to Contractors.

SIGNATURES FOLLOW ON NEXT PAGE

**WORKERS' COMPENSATION CERTIFICATION**

\_\_\_\_\_  
(Proper Name of Vendor)  
By: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Signor)  
\_\_\_\_\_  
(Title of Signor)  
By: \_\_\_\_\_

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

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

**FINGERPRINT CERTIFICATION**

To the Governing Board of the Oro Grande School District ("District"):

\_\_\_\_\_ ("CONTRACTOR"), with respect to the **Bid No. 20-21-05 Pupil Transportation Services**, the CONTRACTOR certifies that:

1. CONTRACTOR has carefully read and understand the requirements regarding criminal record and background checks set forth in California Education Code § 45125.1.
2. Due to the nature of work CONTRACTOR will be performing for the District, CONTRACTOR's employees may/will be in contact with students of the District.
3. Pursuant to Education Code §45125.1, CONTRACTOR shall conduct criminal background checks of all employees assigned to provide services to the District for Pupil Transportation Services, and certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code § 42125.1 and in California Penal Code § 1192.7(c), will have contact with pupils.
4. None of the employees who will be performing any of the work in regards to this bid, have been convicted of a violent or serious felony, as defined in California Education Code § 45122.1, and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at \_\_\_\_\_, California on \_\_\_\_\_, 2021

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

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

**DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification form is required from the successful Contractor pursuant to the requirements mandated by 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 Drug-Free Workplace Act of 1990 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.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintaining a drug-free workplace;
  - 3) The availability of drug counseling, rehabilitation and employee-assistance programs; and
  - 4) The penalties that may be imposed upon employees for drug abuse violations.
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In signing below, Vendor covenants that it has complied with the signature requirements described in Section 4 of the Instructions to Contractors.

VENDOR

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

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

Its: \_\_\_\_\_

