

Requests for Bids

Bid No. 20-21-01

School Bus Fleet Maintenance



ORO GRANDE SCHOOL DISTRICT

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

Oro Grande School District
Bid No. 20-21-01-School Bus Fleet Maintenance

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 September 21st, 2020**, sealed bids for the purchase of:

SCHOOL BUS FLEET MAINTENANCE

Bid No. 20-21-01

Proposals must be submitted in a sealed envelope and returned to the District Office Drop Box at 19900 National Trails Hwy, Oro Grande, Ca 92368 or via mail to Oro Grande School District, Purchasing Department, PO Box 386, Oro Grande, Ca 92368. The envelope to bear the Contractor's name, address, the Bid # and the date and time for opening of bids

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.

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 or by contacting Morgan Shearer in our Purchasing Department via email to morgan_shearer@orogrande.org. Refer any questions to Morgan Shearer via email as well.

Morgan Shearer
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. 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. September 15th, 2020. 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 returned to the District Office Drop Box at 19900 National Trails Hwy, Oro Grande, Ca 92368 or via mail to Oro Grande School District, Purchasing Department, PO Box 386, Oro Grande, Ca 92368 and must be received on or before the time set forth in the Notice Inviting Bids for the opening of 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. 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. At the time set forth in the Notice Inviting Bids for the opening of bids, the sealed Bids will be opened and read out loud.
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 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.

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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. Contract Term: Contract with the successful bidder shall remain in effect for a period of three years from the agreement date, with two one-year renewal options.
9. 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
10. 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.
11. 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 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.
12. 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

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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.

13. **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.
14. **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.
15. **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 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.

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- 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.
16. 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.
17. Sales Tax: Contractor shall account for San Bernardino County, California sales tax at a rate of 7.75%.
18. 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.
19. 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.
20. District's Right to Terminate Contract:
- a. Termination for Cause
 - 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

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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 sixty (60) 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.

21. 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.

22. 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.

23. Contractor shall provide evidence of insurance with the following minimum limit of liability:

- a. General Liability limits of not less than \$1,000,000 each occurrence and aggregate bodily injury and property damage
- b. Personal Injury limits of not less than \$1,000,000 each occurrence and aggregate
- c. Automobile Liability limits of not less than \$1,000,000 combined single limit for bodily injury and damage to property for all owned, hired and non-owned autos
- d. Workers' Compensation as required by the State of California

Contractor shall name DISTRICT as an additional insured in all policies, all of which shall be open to inspection by all parties in interest. A minimum 30-day notice of cancellation is required. 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.

24. 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,

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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.

25. 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 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.
26. Annual Rate Adjustment: It is recognized 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 3%. Any agreed upon cost adjustment shall take effect on the anniversary date of award throughout the remaining term of the Agreement, including any extensions.
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. 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.
29. Transition Close-Out: Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to continue delivering services to the District until notified otherwise.

MINIMUM ACCEPTABLE BID SPECIFICATIONS

1. All bidders shall submit an hourly rate and estimated number of hours to conduct preventive maintenance defined as:
 - a. Periodic Preventive Maintenance Inspection-ensure every bus is inspected every 3,000 miles or 45 calendar days, whichever occurs first; or more often if necessary to ensure safe operation. Buses out of service exceeding 45 calendar days need not be inspected at 45-day intervals, provided they are inspected prior to being placed back into service. This periodic inspection shall at a minimum cover:
 - i. Oil Change
 - ii. Oil and fuel filter replacement
 - iii. Air filter check
 - iv. Check of all fluid levels, with top off if needed
 - v. All fittings greased
 - vi. Visual check under the vehicle
 - vii. Check of electrical system and lighting
 - viii. Check of exhaust system
 - ix. Brake adjustment
 - x. Brake system leaks
 - xi. Two-way check valve in dual air systems, alternately draining and recharging primary and secondary air reservoirs
 - xii. All tank mounting brackets
 - xiii. All belts and hoses for wear
 - xiv. Tires and wheels
 - xv. Steering and suspension
2. All inspections shall be conducted on the premises of the District.
3. All bidders must submit a standard hourly rate for all vehicle repairs.
4. All bidders must be able to provide and/or coordinate transportation for all school bus fleet vehicles in the case that service is needed beyond scheduled inspections and can not be completed on District property. The bidder shall submit a flat rate for as needed two-way travel between the location of the successful bidder's repair location and the Oro Grande School District office. Travel must be approved by District designated representative on a case by case basis.
5. All bidders must provide proof of possessing a CDL Class B California driver's license.
6. All repairs are to be performed by the bidder and not subcontracted out unless authorized by the district in advance.
7. All bidders must be qualified in accordance with 49 CFR 396.25 as published on October 1, 2014.

EXHIBIT 1

Transportation Fleet

Year	Make	Passenger	Usage Type	Mileage as of 08/2020
1995	Thomas	84 Pass Bus	Spare	299,480
1997	Thomas	87 Pass Bus	Spare	398,884
1998	Thomas	84 Pass Bus	Spare	292,561
1998	International	72 Pass Bus	Spare	152,198
2001	Thomas	25 Pass Bus	Spare	107,128
2008	Bluebird	54 Pass Bus	Spare	103,240
2008	Bluebird	54 Pass Bus	Spare	90,519
2009	Bluebird	57 Pass Bus	Route	88,845
2008	Bluebird	54 Pass Bus	Route	209,344
2011	Bluebird	78 Pass Bus	Route	154,158
2011	Bluebird	78 Pass Bus	Route	201,976
2011	Bluebird	69 Pass Bus	Route	159,931
2011	Bluebird	69 Pass Bus	Route	142,295
2013	International	81 Pass Bus	Route	133,153
2013	Bluebird	78 Pass Bus	Route	103,701
2013	International	81 Pass Bus	Route	104,443
2014	Bluebird	78 Pass Bus	Route	97,202
2014	IC	81 Pass Bus	Route	114,469
2014	IC	81 Pass Bus	Route	112,481
2014	IC	81 Pass Bus	Route	115,502
2014	IC	81 Pass Bus	Route	132,514
2015	IC	82 Pass Bus	Route	90,419
2015	IC	82 Pass Bus	Route	89,533
2015	Starcraft Quest	21 Pass Wheelchair Bus	Route	72,684
2016	IC	82 Pass Bus	Route	76,060
2016	IC	82 Pass Bus	Route	79,104
2019	IC	81 Pass Bus	Route	41,386
2019	IC	81 Pass Bus	Route	41,060
2019	IC	82 Pass Bus	Route	12,664
2019	IC	82 Pass Bus	Route	12,211

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2019	IC	82 Pass Bus	Route	16,484
2019	IC	82 Pass Bus	Route	6,746
2020	IC	82 Pass Bus	Route	*New-Est Deploy 09/08/20
2020	IC	82 Pass Bus	Route	*New-Est Deploy 09/08/20
2020	IC	82 Pass Bus	Route	*New-Est Deploy 09/08/20
2020	IC	82 Pass Bus	Route	*New-Est Deploy 09/08/20
2020	IC	82 Pass Bus	Route	*New-Est Deploy 09/08/20
2020	IC	82 Pass Bus	Route	*New-Est Deploy 09/08/20
2020	IC	82 Pass Bus	Route	*New-Est Deploy 09/08/20

Note: Previous average annual mileage of 420,000-estimated 140 PMI per year.

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)
- ☐ Contractor's Certificate Regarding Workers' Compensation (Attachment #3 to Bid Form)
- ☐ Fingerprint Certification (Attachment #4 to Bid Form)
- ☐ Drug-Free Workplace Certification (Attachment #5 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: 20-21-01 School Bus Fleet Maintenance**, 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 _____

Bus Maintenance Pricing

Preventative Maintenance Services _____ hour(s) per bus @ \$_____/hour

Hourly Rate for Repairs
\$_____/hour

% Parts Discount _____%

As Needed Flat Rate for Two-Way Travel \$_____

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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

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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. The required Drug-Free Workplace Certification is hereto attached.
9. 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.
10. 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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11. The name of all persons interested in the foregoing proposal as principals are as follows:

(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.)

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.

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

__Proper Name of Company

__Name of Contractor Representative

__Street Address

__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:

2. Telephone number:

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

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

5. Please give a brief history of the Contractor:

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6. Number of Years in Business:

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

8. Company Size- Number of staff:

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.

10. References: Please provide at least three references at a minimum with type of work performed, dates of work performed, current contact person, company, address, e-mail address and telephone number.

a. _____

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b. _____

c. _____

d. _____

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: _____

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. 20-21-01 School Bus Fleet Maintenance** 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 _____, 2020

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: _____

