



INVITATION TO BID

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

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

Email: Robert-Aldama@scusd.edu
Phone: 916-643-9460

NOTICE TO BIDDERS

Notice is hereby given that the governing board of the Sacramento City Unified School District ("District") will receive sealed bids for the following contract ("Contract"):

Student Transportation Home-To-School Augmented Services (As-Needed) Bid No. 24-0844

Bid Documents are available starting on August 22, 2023, on the District's website at www.scusd.edu.

Sealed Bids will be received until **2:00 p.m. on September 5, 2023**, at the District's Administrative Office, ATTN: Purchasing Services, 5735 47th Avenue, Sacramento, California 95824, at or after which time the bids will be opened and publicly read aloud. Sealed Bids shall be labelled: "Bid No. 24-0844, Student Transportation Home-To-School Augmented Services (As-Needed)." Any bid that is submitted after this time shall be non-responsive and returned to the bidder.

All bids shall be on the form provided by the District. Each bid must conform and be responsive to the Instruction to Bidders and all pertinent Contract Documents.

A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of Sacramento City Unified School District, in the amount of Ten Thousand Dollars (\$10,000), shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within FOURTEEN (14) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid. If the District awards the contract(s), the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made.

Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

Pursuant to Education Code section 39802, the District seeks to procure the service at the lowest possible price consistent with proper and satisfactory service. The District may award the contract or contracts to other than the lowest bidder. The District also reserves the right, in its sole discretion, to award multiple contracts for services on an as-needed basis to multiple, different bidders.

The District reserves the right to reject any and all bids and/or waive any irregularity in any bid received.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

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

Scope of Services

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

Transportation shall be provided for any ambulatory and wheelchair pupils for whom the District has assumed transportation responsibility. Contractor shall also cover new students entering the program(s). Should any student's home address, school site, or locations of class change during the course of this Agreement, no additional compensation shall be awarded.

District reserves the right to change school hours, adjust starting and dismissal times, increase or decrease service and to make increases or decreases in the number of students and type of vehicles required. For the purposes of submitting a Bid, Bidders should consider that District plans presently call for the transportation of approximately eight hundred (800) students.

Please review the District's form of Services Agreement ("Agreement") attached to this bid package for a further description of the Services and Contractor requirements. Any Contract awarded will be effective from the date of award until June 30, 2025. The Services provided for "as needed" shall be commenced on the date stated in the District's signed Purchase Order, and shall terminate at midnight on June 30, 2025. Upon mutual written agreement of the parties, this agreement may be extended for three (3) additional one-year periods.

Instructions to Bidders

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

The District will evaluate information submitted by the bidders and, if incomplete or unsatisfactory to the District, Bidder's bid may be rejected at the sole discretion of the District.

1. Bids are requested for the following contract ("Contract"):

**Student Transportation Home-To-School Augmented Services (As-Needed)
Bid No. 24-0844**

2. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.
3. Bidders must submit bids on the Bid Form and Proposal and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.

4. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Bond on the District's form or other security
 - b. Bidder Information Form
 - c. Bidder's Statement Regarding Insurance Coverage
 - d. Non-Collusion Declaration
5. Bidders must submit with the Bid Form and Proposal either cash, a cashier's check or a certified check payable to "Sacramento City Unified School District," or a bid bond by an admitted surety insurer of not less than Ten Thousand Dollars (\$10,000). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.
6. If a Bidder to whom a Contract is awarded fails or neglects to enter into Contract and submit required bond, insurance certificates, and all other required documents, within **FOURTEEN (14)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
7. Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.
8. Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall not submit to the District a scanned, re-typed, word-processed, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
9. Submission of a Bid signifies careful examination of Bid Documents and complete understanding of the nature, extent, and location of services to be performed. Bidders are charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required services, investigation, research, and analysis. Bid prices must include entire cost of all services "incidental" to completion of the Contract.
10. All questions about the meaning or intent of the Bid Documents, including but not limited to the Agreement, are to be directed in writing to **Robert Aldama, Purchasing Manager II, at Robert-Aldama@scusd.edu**. Interpretations or clarifications considered necessary by the District in response to such questions will be posted on the District's website at www.scusd.edu. Questions received less than **SEVEN (7)** calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

11. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District. Any Addenda will be posted on the District's website at www.scusd.edu.
12. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Bid Documents. A complete listing of Addenda may be secured from the District.
13. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered
14. All bids must be sealed and marked with name and address of the Bidder, the Bid number and time of bid opening. Bids will be received as indicated in the Notice to Bidders.
 - a. Mark envelopes with the name of the Contract: "**Student Transportation Home-To-School Augmented Services (As-Needed), Bid No. 24-0844**"
 - b. Bids must be submitted to Sacramento City Unified School District, District Administrative Office, ATTN: Purchasing Services, 5735 47th Avenue, Sacramento, California 95824 by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
15. Bids will be opened at or after the time indicated for receipt of bids.
16. Pursuant to Education Code section 39802, the District seeks to procure the service at the lowest possible figure consistent with proper and satisfactory service. The District may award the Contract or Contracts to other than the lowest bidder. The District also reserves the right, at its sole discretion, to award multiple Contracts for services on an as-needed basis to multiple, different bidders.
17. The Bidder to whom a Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **FOURTEENTH (14th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles the District to reject the bid as non-responsive.
 - a. Agreement: To be executed by successful Bidder.
 - b. Insurance Certificates and Endorsements as required.
 - c. Workers' Compensation Certification.
 - d. Fingerprinting/Criminal Background Investigation Certification.
 - e. Drug-Free Workplace Certification.
 - f. Performance Bond.

18. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the DISTRICT, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
 - a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
19. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if the District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the District. District also reserves the right to waive inconsequential deviations. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some items and/or enhanced prices for other items.
20. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.
21. Prior to the award of Contract, the District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders and other persons and organizations to perform and furnish the services in accordance with the contract documents to the District's satisfaction within the prescribed time.

BID FORM AND PROPOSAL

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

From: _____
(Legal Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all services in accordance with the terms and conditions of the Contract Documents for the following contract:

**Student Transportation Home-To-School Augmented Services (As-Needed)
Bid No. 24-0844**

("Contract") and will accept in full payment for the Services at the following prices, which includes all taxes, insurance, bonds, license fees, permits, or any other expense:

Passenger Vehicle – <u>Ambulatory</u>	2023/24 School Year Through June 30, 2024	Annual Percentage Increase
Rate Per Mile	\$ _____	_____ %
Minimum Trip Charge	\$ _____	_____ %
Cancellation Charge*	\$ _____	_____ %

Passenger Vehicle – <u>Non-Ambulatory</u>	2023/24 School Year Through June 30, 2024	Annual Percentage Increase
Rate Per Mile	\$ _____	_____ %
Minimum Trip Charge	\$ _____	_____ %
Cancellation Charge*	\$ _____	_____ %

*For District-initiated cancellation with less than 10 hours' notice.

The cost quoted is applicable also to any extended year home-to-school services for students transported during the regular school year, even though the number of students designated

for transportation during the extended year may be substantially less than during the regular year.

1. The undersigned has reviewed the Services outlined in the Contract Documents and fully understands the scope of Services required in this Proposal and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a Contract with the District in accordance with the intent of the Contract Documents.
2. The undersigned is able to and, if selected by District will agree to, commence Services under the Contract on the date established in the Contract Documents.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the District before the bid date to verify the issuance of any clarifying Addenda.
4. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Bidder Information Form
 - Bidder's Statement Regarding Insurance Coverage
 - Non-Collusion Declaration
5. Receipt and acceptance of the following addenda is hereby acknowledged:

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____

6. Bidder represents that it is properly licensed to do business in the State of California and to perform the Services to be performed.
7. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Services to be performed.
8. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
9. Bidder acknowledges and agrees that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 ____

Name of Bidder _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____ Fax Number _____

E-mail _____ Web page _____

END OF DOCUMENT

BIDDER INFORMATION AND FORMS

Please attach additional signed sheets when needed to answer fully or to clarify a response.

A. BIDDER'S INFORMATION

Legal Name: _____

D/B/A (if applicable): _____

Address: _____

Telephone: _____

Fax: _____

Mobile Telephone: _____

Email: _____

By: _____ Date: _____
(Name of individual completing statement)

B. CURRENT ORGANIZATION AND STRUCTURE OF THE BUSINESS

1. For Firms that Are Corporations:

- a. Date incorporated: _____
- b. Under the laws of what state: _____
- c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least 10% of the corporation's stock.

Name	Position	Years with Co.	% Ownership

2. For Firms that Are Partnerships:

- a. Date of formation: _____
- b. Under the laws of what state: _____
- c. Provide all the following information for each partner who owns ten percent (10%) or more of the firm.

Name	Position	Years with Co.	% Ownership

3. For Firms that Are Sole Proprietorships:

- a. Date of commencement of business: _____

4. For Firms that Intend to Bid as a Joint Venture:

- a. Date of commencement of joint venture: _____
- b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects.

Name of Firm	% of Ownership of Joint Venture

C. HISTORY OF THE BUSINESS AND ORGANIZATIONAL PERFORMANCE

- 1. How long have you been engaged in the student transportation business under your current business name? _____
- 2. Are you currently providing, or have you provided, transportation services for special education students?
 Yes No

If "yes," how many years? _____

- 3. Have you contracted to provide special education student transportation for any school district or County Office of Education in the State of California?
 Yes No

If "yes," please provide the following:

- a. Name and location of the school district/County Office of Education _____
- b. Name and phone number of a contact person _____
- c. Number of students transported daily _____
- d. Number of vehicles in operation daily _____
- e. Beginning and end dates of contract _____
- f. Was/were the contract(s) cancelled or terminated for any reason? Why? _____

MANAGEMENT AND ADVISORY PERSONNEL

- 4. Please provide the name and title of the company executives.
- 5. Provide the name, title, tenure with the firm, related experience, and brief description of responsibilities for Management Personnel.
- 6. Provide the name, title, tenure with your firm, related experience, and brief description of responsibilities for personnel who would be directly involved with the daily operations of this Agreement.

DRIVERS

- 7. State the number of drivers now in your regular employment: _____
- 8. Describe the procedures used in your driver selection process, including recruitment, checking references, and driver testing.

9. Describe your driver training program.
10. Describe your safety program for drivers, including number of annual safety meetings, name/title/experience of person(s) responsible, accident rate for preventable and non-preventable accidents per thousand miles of operations.
11. Have any of your drivers been involved in accidents involving injuries or death in the last 5 years?
- Yes No

If "yes," please explain.

VEHICLE INFORMATION

12. Describe the types of vehicles that will be provided, including the make, model, type, and year of manufacture.
13. Describe your program and schedule for preventative maintenance and repair of vehicles, including location of maintenance facilities, name/title/experience of personnel responsible for management of the facilities, method of evaluating road failures or vehicle breakdowns and procedures to reduce repetitive failures, and name/title/experience of personnel or contractor who will service and repair the vehicles.
14. Have any of your vehicles been involved in accidents involving injuries or death in the last 5 years?
- Yes No

If "yes," please explain.

LICENSES

15. Please provide the following information:
- a. Name of license holder exactly as on file: _____

- b. License classification(s): _____
- c. License #: _____
- d. Expiration Date: _____
16. Has any license held by your firm been suspended or revoked within the last 5 years?
- Yes No

If "yes," please explain.

DISPUTES

17. At any time in the last 5 years, has your firm, or any owners, officers or partners, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any contract with a public entity?

Yes No

If "yes," please explain, including the name of the person who was associated with that company, the year of the event, owner, owner's address and basis for the action.

18. In the past 5 years, have any claims against your firm or by your firm against an owner been filed in court or arbitration concerning your firm's services?

Yes No

If "yes," please explain, including the project name, court or arbitration case name and number, and a brief description of the status of the claim.

CRIMINAL MATTERS AND RELATED CIVIL SUITS

19. Has your firm or any of its owners, partners or officers ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes No

If "yes," please explain, identifying who was involved, name of the public agency, date of the investigation and grounds for the filing.

D. ACCIDENT HISTORY

Will you authorize your insurance carriers to furnish in writing your accident loss ratio and workers' compensation loss ratio for the past three (3) years?

Yes No

If "yes," please provide the name, address, coverage, and contact person (name, address and telephone number) of your insurance carrier(s).

E. ALCOHOL & DRUG POLICY

Please provide a copy of your company's policy regarding the use by employees of alcohol and drugs.

F. PROJECT REFERENCES

Please include at least three (3) of your company's most recent student transportation contracts with California K-12 public schools using the form attached as Exhibit A.

G. FINANCIAL INFORMATION

Bidder must submit a reviewed or audited financial statement with accompanying notes and supplemental information for the past two (2) full fiscal years. A letter verifying availability

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

CERTIFICATION

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date: _____

Legal Name of Bidder: _____

Signature by an officer of the Bidder: _____

By: _____
(Print Name)

Title: _____

EXHIBIT A

Reference # _____:

- a. District Name: _____
- b. Contact Name and Title: _____

- c. Contact address: _____

- d. Contact telephone no.: _____
- e. Contact email address: _____
- f. Scope of Work: _____

- g. Dates of contract: _____

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

Date: _____ Name _____

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned _____, as Principal ("Principal"),

and _____

_____, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business as a surety in the State of California, are held and firmly bound unto the Sacramento City Unified School District ("District") of Sacramento County, State of California, as Obligee ("Obligee"), in the sum of **Ten Thousand Dollars (\$10,000.00)** lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Services specifically described in the accompanying bid for **Student Transportation Home-To-School Augmented Services (As-Needed), Bid No. 24-0844** ("Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Bid Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within FOURTEEN (14) days of the date of the District's Notice of Award to Principal.

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 to the services to be performed thereunder, or the specifications accompanying the same, shall in any way 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 the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE

The undersigned does hereby certify to the Sacramento City Unified School District ("District") that Bidder has reviewed and understands all insurance requirements specified in the District's form of Agreement for Student Transportation Services. Should the Bidder enter into a contract with the District for the transportation of pupils, the undersigned further certifies that Bidder can meet the specified requirements for insurance, including, without limitation, an endorsement stating that the District and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance and Employer's Liability Insurance, an endorsement stating that Bidder's insurance policies shall be primary to any insurance or self-insurance maintained by the District, and an endorsement stating that there shall be a waiver of any subrogation.

Date: _____

Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____,
[Title] [Name of Firm]

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 bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, 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 bidder 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 bidder.

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]

Date: _____

Legal Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**AGREEMENT FOR STUDENT TRANSPORTATION
HOME-TO-SCHOOL AUGMENTED SERVICES (AS-NEEDED)**

Bid No. 24-0844

This Agreement for Student Transportation Home-To-School Augmented Services (As-Needed) ("Agreement" or "Contract") is made and entered into this as of the ____ day of _____, 2023, by and between the **Sacramento City Unified School District** ("District") and _____ ("Contractor") (collectively, "Parties").

1. **Scope of Services.** Contractor shall provide to District student transportation services for its special education students on an as-needed basis, as further described in **Exhibit "A,"** attached hereto and incorporated herein ("Services").

2. **Term.** The term of this Agreement shall begin once approved by the Governing Board of the District and signed by the Parties, with Services provided on an as-needed basis, and ending June 30, 2025, unless the Agreement is terminated and/or canceled prior to that time. This Agreement may be extended upon mutual written agreement of the Parties for three (3) additional one-year periods.

3. **Contract Documents.** This Agreement incorporates by reference the following Contract Documents attached hereto. Contractor, by executing this Agreement, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Workers' Compensation Certification | <input checked="" type="checkbox"/> Drug Free Workplace Certification |
| <input checked="" type="checkbox"/> Criminal Background Investigation / Fingerprinting Certification | <input checked="" type="checkbox"/> Insurance Certificates and Endorsements |
| <input checked="" type="checkbox"/> Tuberculosis Clearance Certification | <input checked="" type="checkbox"/> Performance Bond |
| | <input checked="" type="checkbox"/> Exhibit "A" (Scope of Services) |
| | <input checked="" type="checkbox"/> Exhibit "B" (Rates) |

4. **Compensation.** District agrees to pay Contractor for services rendered pursuant to this Agreement according to the rates and payment terms set forth at **Exhibit "B"**. The total compensation payable to Contractor for services rendered on an as-needed basis for the term of this Agreement shall not exceed _____ Dollars (\$_____.00). District shall not be liable to Contractor for any costs or expenses incurred by Contractor in performing services pursuant to this Agreement.

5. **Payment.** Payment shall be made on all undisputed amounts in installment payments within thirty (30) days after Contractor submits an invoice to District for services actually performed.

5.1. District has the right to withhold payment when, in the sole opinion of District, the following has occurred and has not been cured within seven (7) days of written notification to Contractor:

5.1.1. Contractor's performance of the Services, in whole or in part, has not been carried out or is insufficiently documented.

5.1.2. Contractor has neglected to, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its Services or records.

6. **Liquidated Damages.** It is agreed by the Contractor and the District that, from the nature of the Services to be rendered, it is impractical and extremely difficult to fix the actual damage to the District through failure of the Contractor to provide any of the Services under this Agreement, and, therefore, there shall be assessed a fixed sum of **two hundred and fifty (\$250) dollars** per failure to provide Services as liquidated damages. Failure to adhere to any provision of this Agreement shall result in an assessment of **two hundred and fifty (\$250) dollars** per incident as liquidated damages. Such liquidated damages are in addition to revenue deductions and any other remedy available to the District.

For purposes of this section, an incident is defined as, but not limited to: missed route segments or runs; improper use of equipment (un-inspected equipment, faulty equipment); unapproved driver; unauthorized riders; unattended child left on vehicle; unauthorized and inappropriate discipline of student by driver; unreported accident with student; failure to timely replace personnel disapproved of by District; late vehicle arriving at or departing from school fifteen (15) minutes or more later (circumstances must be within Contractor's control); operating without an aide/monitor in the vehicle, when such aide/monitor is required; running out of fuel while on route.

7. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

8. **Schedule Changes.** District reserves the right to increase or decrease the number of school days, change school hours, adjust starting times, increase or decrease service and to make periodic increases or decreases in the number and type of vehicles required. District will endeavor to notify Contractor of schedule changes, including school closures, at least ten (10) hours prior to the impacted route/schedule.

9. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor represents and warrants that: (A) Contractor is free from the control and direction of District in connection with the performance of the Services, both under the Agreement and in fact; (B) Contractor's Services outside the usual course of District's business; and (C) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. By checking the applicable box below, Contractor hereby represents and warrants to District the following:

- Contractor is and shall be a resident of the State of California or is otherwise exempt from withholding. To the extent an exemption is sought, Contractor will provide District with appropriate evidence including, without limitation, FTB Form 590. Contractor shall still be responsible for payment of all state and federal taxes.

- Contractor is not a resident of the State of California or otherwise not exempt from withholding, and Contractor authorizes District to withhold from all payments made to Contractor under this Agreement all taxes required to be withheld by law. (See, e.g., California Revenue & Taxation Code section 18661 et seq.)

10. **Subcontracting.** Contractor may use the Services of subcontractors and/or third-party partners ("subcontractors") for the performance of this Agreement; however, in so doing, Contractor shall remain responsible for the overall performance of this Agreement. In subcontracting, Contractor shall not thereby be relieved from any liability or obligation under this Agreement and, as between District and Contractor, Contractor shall be responsible for the acts, defaults, and omissions of any of Contractor's subcontractors or such subcontractors' agents or employees as fully as if they were the acts, defaults, or omissions of Contractor. Contractor shall ensure that its subcontractors comply with all of the terms of this Agreement insofar as they apply to the subcontracted portion of the Agreement. All references herein to duties and obligations of Contractor shall be deemed to pertain also to all Contractor's subcontractors to the extent applicable to the subcontracted portion of the Agreement. Upon request, Contractor shall provide to District a list of all subcontractors. In no event shall Contractor subcontract or delegate the majority of, or the whole of, this Agreement without the prior written consent of the District. Nothing contained in this Section shall create any contractual relationship between any of Contractor's subcontractors and District. No Party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other Party to this Agreement, and violation of this provision shall confer no rights on any Party and shall be void.

11. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

12. **Performance of Services.**

12.1. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's services will be performed in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts. Contractor shall be responsible for performing the services under this Agreement in a safe, skillful, professional manner. All services shall be performed at Contractor's risk.

12.2. **Meetings.** Contractor and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of Services, and any other issues deemed relevant to the operation of Contractor's performance of Services.

12.3. **District Approval.** The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.

13. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Emergency Plan.** Subsequent to the award of this Agreement, Contractor and District shall collaborate in the development of a written plan that addresses transportation emergencies. Contractor shall implement protocols outlined in the plan when emergencies arise. The costs

associated with such emergencies may be submitted by District with documentation as an additional expense. Drivers shall conduct emergency exit drills at the receiving school sites at least once every school year in accordance with Title 13 of the California Code of Regulations.

15. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.

16. **Confidentiality.** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Agreement and specifically includes all student, parent, and disciplinary information.

17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances and regulations. Vehicle equipment and services covered by this Agreement must comply with all applicable laws, ordinances and other legal requirements, including but not limited to federal and California laws, rules and regulations governing the operation of transportation vehicles, the pertinent provisions of the California Vehicle Code, Administration Code, pertinent provisions of the California Highway Patrol and Motor Vehicles rules and regulations, and the policies and regulations of District.

19. **Anti-Discrimination.** It is the policy of District that in connection with all work performed under contracts that there is no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, Contractor agrees to require like compliance by all of its subcontractor(s).

20. **Certifications/Permits/Licenses.** Contractor shall secure and maintain in force such certifications, permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

21. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or electronic mail, addressed as follows:

DISTRICT

Sacramento City Unified School District
5735 47th Avenue,
Sacramento, CA 95824
ATTN: Robert Aldama,
Purchasing Manager II
Robert-Aldama@scusd.edu

Contractor

[Contractor Name]
[Address 1]
[Address 2]
[City, State Zip]
ATTN: [Name, Title]
[Email]

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

22. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless District, its agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. District shall have the right to accept or reject any legal representation that Contractor proposes to defend District.

23. **Insurance.** Contractor shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Contractor and District from claims which may arise out of or result from Contractor's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

23.1. General Liability: Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to or the general aggregate limit shall be twice the required occurrence limit.

23.2. Automobile Liability: Two million dollars (\$2,000,000) per accident for bodily injury (two million dollars (\$2,000,000) per person) and one million dollars (\$1,000,000) for property damage.

23.3. Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers' Liability limits of one million dollars (\$1,000,000) per accident for bodily injury or disease.

23.4. There shall be no separate sub-limits lower than five million dollars (\$5,000,000) for sexual misconduct or molestation related claims. If the policy contains such sub-limits, Contractor shall provide a separate policy with minimum limits of one million dollars (\$5,000,000) covering such exposures.

23.5. Each policy of insurance required above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance;

shall state that not less than thirty (30) days written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Contractor shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Contractor shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Contractor fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Contractor, and in such event shall reimburse District upon demand for cost thereof.

24. **Performance Bond.** Contractor shall not commence Services until it has provided to District, using the form attached to this Agreement, a Performance Bond, in an amount equivalent to one hundred percent (100%) of the estimated annual Contract value, which is _____ Dollars (\$ _____), issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to District.

25. **Force Majeure.** Contractor shall be excused from performance hereunder, and District shall not be allowed to levy any damages or penalties, liquidated or otherwise, during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, flood, war, terrorism, epidemic, pandemic, governmental/executive order, quarantine, labor dispute, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.

26. **Termination.**

26.1. **Termination for Cause.** Should Contractor fail to comply with any of the terms or conditions set forth in this Agreement, or should District determine that Contractor is in any other way unfit, unqualified, or unable to perform the Services under this Agreement, then District shall have the right to terminate this Agreement by providing written notice of cancellation to Contractor, unless within three (3) days after service of such written notice of the condition or violation the Contractor shall correct the condition or violation and/or make satisfactory arrangements for the correction thereof. Contractor shall be liable for all damages caused to District by reason of Contractor's failure to perform and complete the Agreement. Termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination.

26.2. **Termination for Convenience.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) calendar days after the day of mailing, whichever is sooner.

27. **Disputes.** In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by mediation if mutually agreeable. Notice of the demand for mediation of a dispute shall be filed in writing with the other Party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute

upon satisfaction of all applicable dispute resolution requirements, Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Contractor's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the Services.

28. **Other Contracts.** District retains the right to contract separately with other vendors for other transportation services.

29. **Limitation of District Liability.** District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

30. **Assignment of Contract:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of District.

31. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of said Parties and their successors and assigns.

32. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

33. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

34. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Sacramento County, California.

35. **Attorney Fees and Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

36. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

37. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

38. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

39. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

40. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the governing board of District.

41. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

42. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

43. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

44. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2023

Dated: _____, 2023

Sacramento City Unified School District

[Contractor]

By: _____

By: _____

Print Name: Jesse Castillo

Print Name: _____

Print Title: Interim Chief Business Officer

Print Title: _____

EXHIBIT "A"

Scope of Services

STUDENT TRANSPORTATION SERVICES

Contractor shall provide to District the following services:

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

Transportation shall be provided for any ambulatory and wheelchair pupils for whom the District has assumed transportation responsibility. Contractor shall also cover new students entering the program(s). Should any student's home address, school site, or locations of class change during the course of this Agreement, no additional compensation shall be awarded.

District reserves the right to change school hours, adjust starting and dismissal times, increase or decrease service and to make increases or decreases in the number of students and type of vehicles required.

School Year Service

A pupil's school year shall consist of approximately 180 days. An additional 30 days for extended school year or intersession shall also be included as part of a school year. Additionally, some District students attend non-public schools with instructional days during District recess and holiday periods.

The District agrees to furnish Contractor, preceding each term, at the best of the District's ability, with the following:

By Mid-May - An Extended School Year/Summer School schedule including:

- Class lists indicating pupil address, telephone, parents' name and class location.
- Days of attendance, track information and bell times.
- District calendars.

By the Third Friday in July - For Traditional School Sites:

- Class lists indicating pupil address, telephone, parents' name and class location.
- Days of attendance and bell times.
- District calendars.

District shall not be obligated to accept or pay for any Services on those days when the schools are closed to insure the health or safety of the pupils or for any other reason. The decision as to the need for closing at the start of the day or for early dismissal during the day shall be made by the District.

Students

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

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

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

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

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

Contractor Responsibilities

Provide routing services and utilize all routes in such manner as to assure that no pupil shall be delivered to school later than five (5) minutes after commencement of class and have vehicles arrive at each school no later than five (5) minutes before classes are dismissed for the return trip. Ride time is limited to a maximum of ninety minutes (one-way) for any pupil. (Exceptions to one-way ride times must be approved by District Transportation.)

Deny transport of any person other than an enrolled pupil or an employee of the District, unless first obtaining permission of the District.

Maintain such records and make such reports to the District as shall enable the District to apply to the State Department of Education for reimbursement for pupil transportation. For this purpose, the relevant provisions of the Education Code and the rules and regulations adopted by the State Department of Education from time to time shall be a part of this Agreement.

It is the responsibility of the Contractor to route and schedule each student for transportation to and from each required location. District shall provide the Contractor in written form requests for student transportation services. Said transportation requests shall be delivered to Contractor via email, fax transmittal, US mail, courier, or equivalent. All transportation requests received by the Contractor's office by noon (12:00 PM) will be data processed that day and will receive that day's arrival date. All

transportation requests received after noon (12:00 PM) will be data processed on the next business day.

GENERAL PROVISIONS

Compliance with Law

In furnishing services, the Contractor agrees to comply with and observe all the applicable provisions of the California Education Code, the California Vehicle Code, the California Administrative Code, and all other applicable laws, rules and regulations as prescribed by the federal government, the State of California, the California Department of Education, the State Air Resources Board, applicable Air Pollution Control District, California Highway Patrol ("CHP"), any other federal, state or local agency with jurisdiction over the services relating to the transportation of students.

Permits and Licenses

The Contractor shall secure and maintain in force and effect all valid permits, licenses and other regulatory approvals that are required by law or regulation to provide services to the District. All costs for permits and licenses are the sole responsibility of the Contractor.

EQUIPMENT SPECIFICATIONS AND REQUIREMENTS

Inspection and Maintenance of Vehicles and District Approval

Contractor shall keep and maintain all vehicles in good operating and running condition, and in a clean and satisfactory condition, and in order to ensure the same, Contractor will make the vehicles available in Contractor's garage for District inspection. All Vehicles supplied by the Contractor shall be subject to the continuous approval of the District. Vehicles that are unacceptable by reason of defect shall be either fully repaired to the District's satisfaction or replaced by the Contractor at no additional cost to the District.

Vehicles

All vehicles utilized under this Agreement shall be designed for carrying no more than 10 persons, including the driver. All vehicles shall at all times meet applicable requirements of the California Code of Regulations, Titles 5 and 13, and the California Vehicle Code. Any installation or modification of equipment required by a change in law or regulation shall be made by Contractor at Contractor's expense.

Contractor will furnish and install a Global Positioning System (GPS) in each vehicle. The system shall utilize Google Maps and provide incremental position updates as well as vehicle location triggered by door activation. This system shall communicate utilizing cellular wireless services.

Contractor shall provide to District, upon request, a list of all vehicles used under the contract, which states the description of each vehicle, license number, inspection number if appropriate, operating authority license and model year. District reserves the right to audit all vehicles and equipment, along with applicable vehicle records, at any time.

Stand-By Vehicles and Drivers

The Contractor shall at all times maintain an adequate number of spare vehicles, that meet current Contract standards, and drivers available (equal to 10% of vehicles and drivers in regular service) to provide continuous service to District in the event of mechanical breakdown or driver absenteeism. Stand-by vehicles and drivers shall meet the same requirements as vehicles and drivers assigned to regular runs.

Seatbelts

The Contractor shall comply with all California requirements regarding the installation and use of seatbelts by students in the transportation vehicles. Contractor shall provide the required wheelchair tie-downs, car seats, three-point seat belts, safety restraints, harnesses and vests based on the age and needs of passengers as specified in the IEP or 504 plan (as applicable), for their comfort, medical needs, and safety. It shall be the Drivers responsibility to ensure that such seat belts, car seats, or restraints are properly adjusted and fastened as soon as the pupil occupies his seat and for the duration of the trip. All students riding in wheelchairs shall be properly restrained to minimize injury in the event of an incident.

Air Conditioning

All vehicles shall be equipped with an operable air conditioning unit that cools the entire vehicle. Temperatures inside the vehicle shall be adjusted by the driver to meet the comfort requirements of the students.

Wheelchair Lifts

All hydraulic, electrical, or mechanical wheelchair lifts or ramps used by the Contractor shall be in good working condition and shall be right side mounted. Drivers assigned to operate wheelchair-equipped vehicles shall be trained in the proper operation of the lifts using both the mechanical and manual controls of the lift.

Maintenance of Equipment

The Contractor shall provide regular preventative maintenance and other maintenance as may be required to ensure that all vehicles continually meet the highest standards of safety, performance and air quality emissions.

The Contractor shall make certain that pre-trip inspections, as required by California law, are performed on vehicles assigned. Vehicle defect logs and subsequent repairs logs are to be kept on file at the Contractor's office or maintenance facility. The Contractor shall make said logs available to District staff upon request. Such reports shall be maintained for a minimum period of 90 days.

Appearance

All vehicles shall be cleaned inside and out in a systematic manner. It shall be the Contractor's responsibility to develop and maintain a program to accomplish this task. The District reserves the right to inspect vehicles for cleanliness at any time. Vehicles that are found to be out of compliance shall be removed from service until clean and re-inspected by the District. All vehicles must be thoroughly sanitized and disinfected in accordance with the applicable public health standards, at a minimum, before each morning and afternoon route.

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

First Aid Kits

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

Equipment Required by Law, Rule or Regulation

Contractor shall supply and ensure that all of the vehicles have all such equipment, not otherwise specifically mentioned in these Specifications, which is required by federal, state or local laws, rules or regulations, including equipment required by the regulations adopted by the California State Highway Patrol or the California Department of Education or the Department of Motor Vehicles.

Student Seating

Students who are under four (4) years old and under forty (40) pounds in weight shall ride in a child-restraint system on all rides. Drivers are expected to secure the student in the car seat via an approved harness or strap to secure the child-restraint system.

DRIVERS' QUALIFICATIONS

Contractor shall provide drivers who are trained and licensed in accordance with the California laws, rules, and regulations and experienced with the regulations, handling, and supervision of special education students. All drivers shall have had CPR Training and First Aid Training and shall hold valid First Aid Certificates and CPR Certificates issued by the American Red Cross. Drivers are to be able to identify and properly cope with epileptic-type seizures.

Drivers and Monitors/Attendants

It shall be the responsibility of the Contractor to design and implement an employee hiring program. The goal of this program shall be to attract qualified candidates, train each candidate to meet state licensing requirements and to maintain a sufficient number of employees so as to avoid personnel shortages that adversely impact the delivery of transportation services.

Drivers shall be required to check in with Contractor for messages each morning as they begin their route.

A driver shall contact Contractor's dispatcher immediately upon determination that the route shall be in excess of fifteen (15) minutes late in picking up or delivering a student. Dispatcher shall immediately notify all necessary persons, including parents/guardians.

Following California Department of Education guidelines, Contractor shall employ at least one full-time trainer and safety instructor who will also

personally travel each route with the assigned driver at least one each year to survey the driver's performance, route hazards, and equipment efficiency. Driver records shall be made available for review by District upon request.

The responsibility for hiring and discharging personnel shall rest entirely upon Contractor. Contractor further agrees that District shall have the right to require removal from service any person or driver who, in the opinion of District, is not qualified to operate a vehicle for service to the operating and safety standards required by District.

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 Contractor's ability to comply to the full extent of the contract with District and the requirements contained therein.

Contractor shall not assign for service under the Agreement any person who has been released, reassigned, transferred or otherwise removed from another route or assignment for any reason related to inappropriate conduct, verbal, physical, or otherwise, toward students or other persons.

District may assign its own vehicle aides or attendants for students when an aide is required on a student's IEP.

Contractor's vehicle aide/monitor employed by the Contractor:

Are responsible for the orderly conduct of pupils while they are on the vehicles, recognize that disabled pupils have special needs and identify with and rely upon the authority of drivers with whom they are familiar.

Shall not leave students unattended on the vehicle; if an adult is not at home to receive the student, the emergency number will be called, District Transportation will be called or legal authorities notified.

Shall be responsible for notifying the Contractor's Supervisor of any/all equipment, which they deem to be unsafe for transportation use.

Shall be well groomed and appropriately dressed. Shall wear a company identification badge with name and picture and be dressed in a company uniform at all times while on duty. The use of drugs, alcohol and tobacco while on board a school vehicle is prohibited. Firearms, knives, and other weapons are prohibited on school vehicles.

Nurses that are required to ride with certain students as a requirement of their IEP will be employed by the District, and the cost (wages & benefits) of these nurses shall be the sole responsibility of the District. Generally nurses will be with students throughout the day and will not report to the Contractor's facility, but rather board and exit the vehicle with the student at their home.

The Pre-trip Inspection and cleaning times for each route shall not be charged to the District. The District will establish actual route length times, not including pre-trip and post-trip duties. Route times will begin and end at the Contractor's office or vehicle garage/yard. Subsequent requests to make changes to routes shall be submitted to the District's Transportation Department for

consideration. The District will not be billed for any of the previously mentioned training requirements.

The Contractor shall comply, at its own expense, with all Federal, State and/or local fingerprinting and employee background check laws in accordance with Education Code section 45125.1, and drug/alcohol testing including random drug/alcohol testing, in accordance with the District's policy as applicable to Contractor. Contractor shall provide a written statement that Contractor has completed a criminal background check and that none of its employees that may come in contact with District's students have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

Pursuant to Education Code section 49406, Contractor's responsibility for tuberculosis clearance extends to all of its employees, agents, and volunteers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Contractor. Contractor shall ensure that any person providing any portion of the Services under the Agreement, within the past sixty (60) days, has submitted to a tuberculosis risk assessment, and if tuberculosis risk factors were identified, has been examined to determine that he or she is free of infectious tuberculosis by a licensed health care provider (i.e., physician, physician assistant, nurse practitioner, or registered nurse). Contractor shall ensure that any person providing any portion of the Services with no identified risk factors or who tests negative for the tuberculosis infection shall undergo the tuberculosis risk assessment and, if risk factors are identified, the examination, at least once every four (4) years or more often if directed by the District's governing board upon recommendation of the local health officer.

Contractors' drivers are responsible for the orderly conduct of pupils while they are on the vehicles, recognize that disabled pupils have special needs and identify with and rely upon the authority of drivers with whom they are familiar. It is the intent of the parties that, except for driver illness, termination, retirement, emergency situations, and annual route bidding, drivers shall be permanently assigned the same vehicle routes.

Drivers shall not leave students unattended on the vehicle. Drivers shall not leave pupil at a specific location without a responsible receiving adult present; if an adult is not at home to receive the student, the emergency number will be called or legal authorities notified.

Driver shall be responsible for notifying the Contractor's Safety Coordinator or Supervisor of any/all equipment, which they deem to be unsafe for transportation use.

Drivers shall be well groomed and appropriately dressed. Shall wear a company identification badge with name and picture and be dressed in a company uniform at all times while on duty. The use of drugs, alcohol and tobacco while driving a school vehicle is prohibited. Firearms, knives, and other weapons are prohibited on school vehicles.

Employee Performance and Replacement

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

Training and Safety Program

The Contractor shall be responsible for all aspects of pre-service and in-service training of drivers used in the scope of the Contract. Contractor shall observe all requirements of California laws governing the safe operation of school vehicle equipment and training of personnel as it relates to the safety of students transported. Contractor shall provide a copy of its Transportation Safety Plan upon request.

District may call periodic vehicle driver training meetings requiring mandatory attendance of all drivers servicing pupils under this Agreement. Such meeting shall not exceed four (4) hours per year per driver, not to include travel time. The Contractor shall assume all costs associated with each driver's wages as a result of these meetings. If the District feels the need for additional training, the District shall assume the cost.

Uniforms and Identification Badges

The Contractor shall furnish uniforms for drivers. All drivers shall be provided proper uniforms within fifteen (15) working days of the date assigned to drive for the District. Contractor shall provide each employee with a picture identification badge that shall be worn on the outside of their uniform. The badge shall show the company name of the Contractor as well as the name of the driver.

Drug-Free Workplace Certification

Pursuant to Government Code Section 8350 et seq., the Contractor shall certify to the District, in writing and under penalty of perjury that the Contractor shall comply with the requirements of the Drug-Free Workplace Act. The Contractor shall use the form Contractor's Certificate Regarding Drug-Free Workplace attached hereto.

Use of Cell Phones

Drivers and aides are not to use cell phones while the vehicle is in motion or at such times when the use of such devices would interfere with work duties or the needs of the students.

Use of Tobacco Products

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

REPORTS AND DISTRICT FORMS

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

Pupil Transportation Incident/Accident Reports

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

Driver - Route List

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

Incident/Complaint Form

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

Driver/Incident Complaint Form

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

ROUTING AND SCHEDULING

Revision and Approval of Routes

The District may at any time during the term of this Agreement revise or reassign students on routes or request changes to stops or vehicle assignments. At the same time, the Contractor is expected to evaluate routes on a continuing basis and provide the District with recommendations for constructive changes.

Unauthorized Deviations from Routes

Except for those reasons outlined and approved by the District, such as road construction safety hazards, serious weather conditions e.g. traffic deviations mandated by civil authorities, drivers are not authorized to deviate from assigned routes or stops without the prior approval of the District. District shall be notified of deviations lasting in excess of five (5) school days. Notice shall be made to the District as soon as Contractor knows deviations will exceed five (5) school days.

Late Vehicles

Drivers shall notify the Dispatcher whenever it appears they will be five (5) minutes or more behind the scheduled time in arriving at their destination. The Dispatcher shall notify the impacted school and the District's Transportation staff. If the delay impacts other schools, the Dispatcher shall notify each impacted school.

Dry Runs

The Contractor shall ensure that drivers are familiar with their assigned routes. To facilitate this process, the Contractor shall have each regularly assigned route driver complete dry runs (practice runs without students) prior to the school year. Dry runs shall be conducted as close to the assigned route time as possible to take traffic congestion and flow into consideration. Dry runs shall be conducted for any new or significantly changed assignments as requested by the District the cost of Dry Runs shall be borne by Contractor.

Driver's Orientation

A driver orientation will be conducted for all drivers who will be assigned to perform services for the District. The driver orientation shall include, but not limited to, pupil management, dealing with parents of special needs students, relationship with the school and the general public, discipline while transporting student, and other pertinent information. The cost of driver orientation shall be borne by the Contractor.

COMMUNICATIONS

The District firmly believes that the overall success of this transportation service depends on establishing and maintaining effective lines of communication between the Contractor and the District. Each party may request a meeting with limited notice to address a situation or concern that requires immediate action. Each party shall cooperate and make every reasonable effort to respond to and attend such meetings.

District and Contractor shall establish the following guidelines for operations:

- A directory of personnel in each organization to contact for every type of communication.
- Procedures for all communications to be confirmed in writing by both parties.
- A specific process for handling fieldwork in order to effectively prevent problems and, if they arise, to settle them as quickly and as closely to the source of the problem as possible.

- Procedures for settlement of disputes involving routes, schedules, behavior problems, public relations, and other operational problems that may arise.
- Written guidelines which may be required to assure effective communications and cooperation between the Parties at all times.

Telephone Communication – District

The Contractor shall provide and maintain at its expense a direct telephone number, exclusive to the District (or other appropriate telecommunications service acceptable to the District) between its dispatch office and the District's Transportation staff office to facilitate communication. Contractor and Contractor's staff shall make every effort to answer calls on this line in a timely manner. Contractor shall also provide a means for the District to be directed to an assigned contact in the event of an emergency after normal business hours. The District shall provide Contractor contact information for appropriate District personnel for use after hours or in the event of an emergency.

Dispatch System

Contractor shall provide an automated dispatch system. The system must have the ability to check in and out drivers and evaluate on time performance. There shall be no cost to the District for the Dispatch system or usage of the Dispatch system. The system must have the ability to check in and out to identify when a driver has not reported for service or reported late for service. An expected on-time driver performance of 98% is required.

All maintenance and dispatch systems proposed for use in this Contract must be currently in use at one or more of the Contractor's existing facilities.

Telephone Communication – Parents

The District expects the Contractor to provide exceptional customer service to the District along with its students and parents. Consequently, the Contractor shall provide at its expense sufficient communications technology and staff who are knowledgeable about the transportation routes, stops and school locations and can answer public inquiries and requests regarding schedule times, safety issues, or any other concerns that are an expected part of student transportation operations. The goal is to provide information to parents and school administration in a prompt and courteous manner as well as provide access to the Contractor's management team. The communications technology shall also provide a means for callers to leave messages for routine inquiries, and to be directed to an assigned contact in the event of an emergency after normal business hours.

Contractor shall inform the parents and/or guardians of each of their student's approximate pickup times not later than five (5) days prior to school opening.

Authorized Representative

The District's Transportation staff represents the District on all matters concerning pupil transportation.

EXHIBIT "B"
RATES

PERFORMANCE BOND
(100% of Estimated Annual Contract Value)
(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Sacramento City Unified School District ("District") and _____
_____ ("Principal") have entered into a contract for the
furnishing of all materials and labor, services and transportation, necessary, convenient, and
proper to perform the following contract:

**Agreement for Student Transportation
Home-To-School Augmented Services (As-Needed)**

("Contract") which Contract dated _____, 2023, and all of the Contract
Documents attached to or forming a part of the Contract, are hereby referred to and made a
part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the
faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____
_____ ("Surety")

are held and firmly bound unto District in the penal sum of _____
Dollars (\$_____), lawful money of the United States, for the payment of which sum
well and truly to be made we bind ourselves, our heirs, executors, administrators, successors,
and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the services required to complete the Contract; and
- Pay to District all damages District incurs as a result of the Principal's failure to
perform all the services required to complete the Contract.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors,
administrators, successors, or assigns, shall in all things stand to and abide by, and well and
truly keep and perform the covenants, conditions, and agreements in the Contract and any
alteration thereof made as therein provided, on its part to be kept and performed at the time
and in the intent and meaning, including all contractual guarantees and warranties, and shall
indemnify and save harmless District, its trustees, officers and agents, as therein stipulated,
then this obligation shall become null and void, otherwise it shall be and remain in full force
and virtue.

Surety expressly agrees that District may reject any contractor or subcontractor proposed by
Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize
Principal in completing the Contract nor shall Surety accept a Bid from Principal for completion
of the Contract if District declares the Principal to be in default and notifies Surety of District's
objection to Principal's further participation in the completion of the Contract.

The obligations of Surety hereunder shall continue so long as any obligation of Contractor
remains. Nothing herein shall limit District's rights or Contractor or Surety's obligations under
the Contract, law or equity.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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 before commencing the performance of the Services of this Agreement.

Date: _____

Contractor: _____

Signature: _____

Print Name and Title: _____

(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 DISTRICT prior to performing any Services under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

CONTRACT NO.: 24-0844 between the **Sacramento City Unified School District** ("District") and _____ ("Contractor").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

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

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

Contractor's responsibility for background clearance extends to all of its employees, subcontractors or suppliers, and employees of subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor. When the Contractor performs a criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service.

Date: _____
Contractor: _____
Signature: _____
Print Name: _____
Title: _____

ATTACHMENT "A"
Contracting Party's Personnel

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: 24-0844 , Home to School Augmented Services (As-Needed)
between the **Sacramento City Unified School District** ("District") and _____
_____ ("Contractor") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from Contractor pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

District is not a "state agency" as defined in the applicable section(s) of the Government Code, but District requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

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.

Establishing a drug-free awareness program to inform employees about all of the following:

- a) The dangers of drug abuse in the workplace.
- b) The person's or organization's policy of maintaining a drug-free workplace.
- c) The availability of drug counseling, rehabilitation, and employee-assistance programs.
- d) The penalties that may be imposed upon employees for drug abuse violations.

Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, 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 the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TUBERCULOSIS CLEARANCE CERTIFICATION

The undersigned does hereby certify to the governing board of the **Sacramento City Unified School District** ("District") as follows:

I am a representative of _____ ("Contractor") currently entering into this Agreement with the District and I am familiar with the facts certified below, and am authorized and qualified to execute this certificate on behalf of the Contractor.

Contractor's responsibility for tuberculosis clearance extends to all of its employees, contractors, subcontractors, agents, and volunteers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the subject of the Agreement:

- Contractor ensures that any person providing any portion of the Services under the Agreement, within the past sixty (60) days, has submitted to a tuberculosis risk assessment, and if tuberculosis risk factors were identified, has been examined to determine that he or she is free of infectious tuberculosis by a licensed health care provider (i.e., physician, physician assistant, nurse practitioner, or registered nurse). Contractor shall ensure that any person providing any portion of the Services with no identified risk factors or who tests negative for the tuberculosis infection shall undergo the tuberculosis risk assessment and, if risk factors are identified, an examination, at least once every four (4) years or more often if directed by the governing board of the District upon recommendation of the local health officer. Within sixty (60) days of the governing board's approval of the Agreement and upon subsequent District request, Contractor shall provide District with a complete and accurate list of Contractor's employees, agents, and volunteers who may come in contact with District pupils during the course and scope of the Agreement, indicating the date of each person's risk assessment and/or examination.

- Contractor's Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no Contractor employee, agent, or volunteer will come in contact with District pupils. If the District certifies on the Criminal Background Investigation Certification that Contractor is exempt from the fingerprinting and criminal background investigation requirements of Education Code section 45125.1, the Contractor is also exempt from the tuberculosis clearance requirements.

Date: _____
Contractor: _____
Signature: _____
Print Name: _____
Title: _____