



**TRACY  
UNIFIED SCHOOL DISTRICT**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS  
Charter Bus Services  
Beginning 2021-2022 School Year**

**OVERVIEW AND SUBMISSION GUIDELINES**

The Tracy Unified School District ("District") is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide Charter Bus Services to the District, beginning 2021-2022 fiscal year ("Service").

At this time, the District is requesting only qualifications from respondents interested in being considered for furnishing the Service. The District will identify the firm(s) that can provide the greatest overall benefit to the District and may elect to award, at its sole discretion, a contract to perform the Service.

Respondents to this Request for Qualifications and Proposals ("RFQ/P") should mail or deliver two (2) bound copies and one (1) unbound copy of their Statement of Qualifications ("SOQ") and Proposal, as further described herein, to:

**TRACY UNIFIED SCHOOL DISTRICT**  
1875 W. LOWELL AVENUE  
TRACY, CALIFORNIA 95376  
ATTN: JILL CARTER

**ALL RESPONSES ARE DUE BY 2:00 P.M., on June 11, 2021.**

Mark envelope: "Statement of Qualifications and Proposal for Charter Bus Services"

FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED.

LATE SUBMITTALS WILL NOT BE ACCEPTED OR CONSIDERED.

If you have any questions regarding this RFQ/P, please email Jill Carter, Director of School Business Support Services and Purchasing, at [jcarter@tusd.net](mailto:jcarter@tusd.net) on or before May 27, 2021, at 2:00 p.m.

Questions must be submitted in writing and answers will be posted on the District website by 2:00 p.m. on June 3, 2021.

## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT the Tracy Unified School District (hereinafter referred to as “District”), acting by and through its Governing Board, invites qualified Contractors to submit responses for the Request for Qualifications and Proposals (RFQ/P) to provide charter bus services.

Contract documents will be available on the Tracy Unified School District website: <https://www.tracy.k12.ca.us/departments/business-services>, select School Business Support Services & Purchasing. All questions regarding the RFQ/P shall be submitted in writing to Jill Carter, Director of School Business Support Services and Purchasing via email to [jcarter@tusd.net](mailto:jcarter@tusd.net).

Proposals shall be **sealed** and **clearly marked “Statement of Qualifications and Proposal for Charter Bus Services in Response to TUSD’s RFQ/P”**. and received up to, but no later than **2:00 PM, on June 11, 2021**, and shall be received at:

**Tracy Unified School District**  
1875 Lowell Avenue  
Tracy, California 95376  
ATTN: JILL CARTER

Proposals will be received at the above-stated time and place; however, no commitment will be made at that time until all proposals are evaluated for pricing, specification, and other pertinent information. Any nonconforming or incomplete proposals may be rejected. Bidders must comply with the instructions contained in the proposal package. It shall be the full responsibility of all bidders to ensure that sealed proposals are delivered to the above office by the time and date stated. *Facsimile (FAX) copies or email of the proposal will not be accepted.* The District will not be responsible for late deliveries by US mail or any other means.

The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

### RFQ/P RESPONSE SCHEDULE SUMMARY

The District reserves the right to change the dates on the schedule without prior notice.

DATE	EVENT	TIME DEADLINE
May 14, 2021 May 21, 2021	Release and advertisement of RFQ/P.	
June 3, 2021	Deadline for submission of written questions to District concerning RFQ/P.	2:00 p.m.
<b>June 11, 2021</b>	<b>Deadline for all submissions in response to RFQ/P.</b>	2:00 p.m.

## INSTRUCTION TO BIDDERS

### INTRODUCTION

The Tracy Unified School District ("District") is a public school district located in the city of Tracy, California, comprising of seven elementary schools, four K-8 schools, two middle schools, four high schools, and two alternative programs.

The District is seeking Statements of Qualification ("SOQ") and Proposals in response to this Request for Qualifications and Proposals ("RFQ/P") from experienced entities to provide Charter Bus Services to the District, beginning 2021-2022 fiscal year ("Service").

Initial contract term: July 1, 2021, through June 30, 2024. Pursuant to approval by the District's Board of Education, it is anticipated the contract awarded as a result of this RFP shall be for three (3) years with two (2) additional one-year options to renew annually.

The District shall provide the Contractor with sixty (60) days' notice of its intent to renew. Any renewal shall be on the same terms and conditions as the original agreement except for any authorized price adjustments.

Prices must be firm and fixed for the first 2 years of this agreement (i.e. July 1, 2021, through June 30, 2023). At the time of renewal, the contractor may request price increases for the next twelve-month renewal term. Any price increase requested must only be as a result of severe industry/market conditions and must be justified and proven by submission of documentation. The decision of the District as to the validity of the price increase requested and the amount thereof shall be final. Furthermore, all price increases must be approved by the Tracy Unified School District Board of Education by written amendment to this agreement.

Any decrease in prices of the items listed herein must result in a corresponding decrease in prices to the District for the balance of the contract period, or as long as the lower prices are in effect.

The District shall appoint a selection committee ("Committee") to assist in choosing the most highly qualified firms, based upon the information presented in the SOQ and Proposal. The District may elect to award, at its sole discretion, a contract for furnishing the Service. The Committee will then select from the qualified firms those that can provide the greatest overall benefit to the District in furnishing the Service.

#### **A. LIMITATIONS AND DISTRICT RIGHT TO REJECT**

The District reserves the right to contract with any entity responding to this RFQ/P. This RFQ/P is neither a formal request for bids nor an offer by the District to contract with any party responding to this RFQ/P. This RFQ/P does not commit the District to select any firm and the District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. It is at the sole discretion of the District whether to award a contract.

The District shall not be responsible or liable for any costs incurred in preparing and submitting responses to this RFQ/P. In no event will the District reimburse any respondent for any costs or expenses incurred in preparing and submitting responses to this RFQ/P.

The District, in its sole discretion, reserves the right to:

- Accept or reject any and all submittals, or any portion or combination thereof;
- Contract with any entity responding to this RFQ/P in whatever manner the District decides; and/or
- Waive any informality or non-substantive irregularity, not affected by the law, as the interests of the District, may require.

The Respondent's SOQ and Proposal, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, SOQs and Proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful respondent have completed negotiations and entered into an agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the respondent or other party as a result of any public disclosure of any SOQ.

The District reserves the right to add additional firms for consideration after receipt of SOQs and Proposals in response to this RFQ/P if it is found to be in the best interest of the District. All decisions concerning firm selection will be made in the best interests of the District.

#### **B. FULL OPPORTUNITY**

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), Disabled Veterans Business Enterprises ("DVBE"), and minority and women business enterprises shall be afforded full opportunity to submit SOQs and Proposals in response to this RFQ/P and will not be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

#### **C. RESTRICTIONS ON LOBBYING AND CONTACTS**

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity responding to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process or the award of the contract(s) with any member of the District's governing board ("Board"), Committee members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the firm submitting a SOQ and Proposal.

#### **SCOPE OF REQUIRED WORK**

Although the full Scope of Work shall be stated in the contract agreement (i.e., the Agreement with Scope of Work for Charter Bus Services, the "Agreement"), the Contractor will be expected to be capable of fulfilling, at a minimum the following requirements:

Provide transportation to and from school-related activities. Trips consist of transportation to athletic events and field trip activities. The Contractor shall furnish, operate and dispatch transportation as requested by the District. Pricing will be clearly identified on the RFP, EXHIBIT "B".

#### **MINIMUM REQUIREMENTS**

Selected firm(s) must be able to execute the District's Agreement. A copy of the District's form Agreement for Charter Bus Services is attached to this RFQ/P as EXHIBIT "A."

#### **D. INDEMNITY**

Firms responding to this RFQ/P must acknowledge that they have reviewed these provisions of the Agreement and must agree to the indemnity provisions and insurance provisions contained in Terms and Conditions to this RFQ/P and confirm in writing that, if given the opportunity to contract with the District, the firm has no substantive objections to the use of the District's Agreement.

#### **CONFLICT OF INTEREST**

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

#### **ASSIGNMENT**

Any contract resulting from this RFQ/P and any amendments or supplements thereto shall not be assignable by the successful respondent either voluntarily or by operation of law without the written approval of the District.

### **STATEMENT OF QUALIFICATIONS AND PROPOSAL**

#### **1. FORMAT REQUIREMENTS**

Firms submitting SOQs and Proposals in response to this RFQ/P must follow the format below. Each SOQ and Proposal shall include a front cover stating the following: **"Statement of Qualifications and Proposal for Charter Bus Services in Response to TUSD's RFQ/P."**

Submittals are to be submitted in sealed packages with the name of the responding firm clearly marked on the outside of each package.

Each SOQ and Proposal shall include a table of contents and divider tabs labeled with the boldface headers below (e.g., the first tab would be entitled **"Cover Letter,"** the second tab entitled **"Business Information,"** etc.).

**Provide two (2) bound copies and one (1) unbound copy of the SOQ and Proposal.**

The unbound copy shall be marked "Copy for Reproduction", and shall be formatted as follows:

- A. No divider sheets or tab.
- B. Text printed on one side only (i.e., no back-to-back pages).
- C. Pages with proprietary information removed.
- D. A cover sheet listing the firm's name, the total number of pages, and identifying those pages that were removed due to proprietary information.

Each submission package will be reviewed to determine its completeness prior to the actual evaluation. If a respondent does not respond to all categories requested, the respondent may be disqualified from further consideration.

#### **2. SOQ AND PROPOSAL CONTENT REQUIREMENTS**

##### **1. TAB 1 – COVER LETTER (maximum of one (1) page)**

- 2.1. Provide a letter of introduction signed by an authorized officer of the firm. If the firm is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.

- 2.2. Firm name.
- 2.3. Address, include any branch office address and point of contact.
- 2.4. Telephone number.
- 2.5. Facsimile number.
- 2.6. Website and/or e-mail address.
- 2.7. Include a brief description of why your firm is well suited for and can meet the District's needs.
- 2.8. Provide the name(s) and e-mail address(es) of the individual(s) who are authorized to speak for the firm during the evaluation process.
- 2.9. Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

## 2. TAB 2 – BUSINESS INFORMATION

Respondent must provide the following information for itself and for any and all other firms with which it will joint venture or associate on this Project:

- 2.10. Federal Tax I.D. Number with W9.
- 2.11. Type of organization/business structure (ownership, legal form, i.e., corporation, partnership, etc., and senior officials of company). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- 2.12. Certificate(s) of insurance identifying the Contractor's current insurance coverages.
- 2.13. A brief description and history of the firm, including number of years the firm has been in business and the date the firm was established under its given name.
- 2.14. Any State of California certification for your firm of Small Business or Disabled Veteran Business Enterprise status, if any.

## 3. TAB 3 – FEES (PROPOSAL)

Respondent complete Exhibit "B". Be thorough and specific, as this will form the basis of any contract for services that may be presented by the District.

### SELECTION CRITERIA

Each SOQ and Proposal must be complete. Incomplete SOQs and Proposals will be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a firm is responsive, responsible, and qualified. Based upon the information presented in the submissions, the District's Committee will choose the most highly qualified firms for further review, which will identify the firm(s) that can provide the greatest overall benefit to the District for the applicable Service. TUSD reserves the

right to award single or multiple contracts whichever is in the best interest of the District, and/or to develop a pool of qualified respondents from which vendors will be selected for particular projects.

**A. EVALUATION**

The SOQ will be reviewed for responsiveness and evaluated pursuant to the specific criteria set forth in this RFQ/P, including, without limitation:

1.	Proposed fee schedule(s), fee requirements, and cost of services.
2.	Quality of buses.
3.	Ability to meet schedule.
4.	Reputation of the firm/satisfaction of previous clients (client relationships). This includes, without limitation the firm's experience and performance history with similar service for California K-12 school districts.

**B. INTERVIEWS**

The District Committee, at its sole discretion, may elect to conduct interviews with the firm(s). The District may elect to interview one (1) or more firms. If a firm is requested to come for an interview, the key proposed supervisors and staff will be expected to attend the interview. The interview will be an opportunity for the District to review the firm's proposal and other matters the District deems relevant to its evaluation. The District may use this interview opportunity to narrow its selection of firms. Any comments or objections to the form of Agreement shall be provided in writing before the interview and maybe the subject of inquiry at the interview.

**C. DISTRICT INVESTIGATIONS**

The District may perform investigations of responding firms that extend beyond contacting the references identified in the SOQ and Proposal. The District may request a firm to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

WE THANK YOU FOR YOUR INTEREST!

**EXHIBIT "A"**

**AGREEMENT WITH SCOPE OF WORK FOR CHARTER BUS SERVICES**

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Contractor") and Tracy Unified School District ("District") ("Contract").

**SCOPE OF WORK**

Provide transportation to and from school-related activities. Trips consist of transportation to athletic events and field trip activities. The Contractor shall furnish, operate, and dispatch transportation as requested by the District. The District shall furnish as much advance notice as possible. It is understood that one company may not be able to accommodate the district's transportation needs at all times. If the low bidder does not have a bus of the requested size available when a trip needs to be scheduled, the trip will be scheduled with the second-lowest bidder, If the second-lowest bidder cannot accommodate the trip date and time, the trip will be scheduled with the next lowest bidder, and so on. Pricing will be clearly identified on the RFP, EXHIBIT "B".

Initial contract term: July 1, 2021, through June 30, 2024. Pursuant to approval by the District's Board of Education, it is anticipated the contract awarded as a result of this RFP shall be for three (3) years with two (2) additional one-year options to renew annually.

The District shall provide the Contractor with sixty (60) days' notice of its intent to renew. Any renewal shall be on the same terms and conditions as the original agreement except for any authorized price adjustments.

Prices must be firm and fixed for the first 2 years of this agreement (i.e. July 1, 2021, through June 30, 2023). At the time of renewal, the contractor may increase for the next twelve-month renewal term. Any price increase requested must only be as a result of severe industry/market conditions and must be justified and proven by submission of documentation. The decision of the District as to the validity of the price increase requested and the amount thereof shall be final. Furthermore, all price increase must be approved by the Tracy Unified School District Board of Education by written amendment to this agreement.

Any decrease in prices of the items listed herein must result in a corresponding decrease in prices to the District for the balance of the contract period, or as long as the lower prices are in effect.

1. The minimum time for each trip will be six (6) hours.
2. The point at which mileage and hours start for any trip is the District point of origination.
3. Base mileage for each six (6) hour trip will be 150 miles from point of trip origination.
4. The District has the right to cancel this contract if the charter company does not show up for a trip or is over one-half (1/2 hour late for a trip on three or more occasions). If the charter bus service fails to deliver as and when specified, the District reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the charter company agrees that the District may charge the charter company with any loss or expense sustained as a result of such failure to deliver.
5. The Transportation Department is the booking agent for the District. All trips must be booked and authorized by the Transportation Department.
6. Must provide the District with an insurance certificate naming Tracy Unified School District as an additional insured with coverage of five million (\$5,000,000) per occurrence.
7. Must guarantee a minimum of 16 busses for the 2021/2022 year and each year thereafter for the term of this agreement for Grad Night activities in Anaheim or Valencia, California. Dates will be confirmed by June 30th of each school year.
8. Parking fees, entrance fees, toll charges, and added mileage in and around the destination city as well as additional miles to the pre-trip itinerary if approved or ordered by the Coordinator, shall be expenses of the District payable to the Contractor. **These additional charges must be included in your bid price.**



9. The District shall be allowed to book and cancel athletic teams involved in "playoffs", on short-term notice. The definition of "short-term notice" shall mean within 18 hours of the event for booking and within 24 hours of the event for cancellation.
10. The District reserves the right to perform a yard inspection of any vendor who passes the paper screen process and prior to the award of the RFP. The inspection would occur sometime after the opening on June 11, 2021.
11. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.
12. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, 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"/> Notice to Bidders   | <input checked="" type="checkbox"/> Tobacco-Free Environment Certification       |
| <input checked="" type="checkbox"/> Instructions to Bidders   | <input checked="" type="checkbox"/> Insurance Certificates and Endorsements      |
| <input checked="" type="checkbox"/> Noncollusion Declaration  | <input checked="" type="checkbox"/> EXHIBIT "A" ("Agreement with Scope of Work") |
| <input checked="" type="checkbox"/> Workers' Compensation Certification                                 | <input checked="" type="checkbox"/> EXHIBIT "B" (RFP Pricing Form)               |
| <input checked="" type="checkbox"/> Criminal Background Investigation /<br>Fingerprinting Certification | <input checked="" type="checkbox"/> Notice Requesting Written Proposals          |
| <input checked="" type="checkbox"/> Drug-Free Workplace Certification                                   |  |

13. Contractor shall not commence the Service under this Contract until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Purchase Order.
14. Payment for the Service shall be made in accordance with the Terms and Conditions.
15. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.
16. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: \_\_\_\_\_, 20\_\_

**Tracy Unified School District**

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

**Contractor:** \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Information regarding Contractor:**

Type of Business Entity:

Individual

Sole Proprietorship

Partnership

Limited Partnership

Corporation, State: \_\_\_\_\_

Limited Liability Company

Other: \_\_\_\_\_

\_\_\_\_\_:

Employer Identification and/or

Social Security Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.**

**EXHIBIT "B"**

The District requires the following information:

1. A statement that all busses and drivers providing service to Tracy Unified School District be School Pupil Active Bus certified. Including the number of School Pupil Activity Bus verified buses that are in your fleet.
  - a. Number of busses certified: \_\_\_\_\_
  - b. Number of drivers certified: \_\_\_\_\_
2. Attach a statement indicating that all drivers who will be providing service to Tracy Unified School District have been fingerprinted.
3. Provide three (3) years of CHP Terminal Inspection (current year plus the immediate two (2) previous years).
4. Provide a complete fee schedule (based on 6 hours minimum). Each fee schedule **must** include all the information listed below:
  - a. Number of passengers (capacity)
  - b. Additional hourly fee (over 6 hours)
  - c. Additional per mile charge (over 150 round trip miles)
  - d. 24-hour charge must include driver's accommodations
  - e. Cancellation deadline, number of hours in advance without charge
  - f. Maximum cancellation fee per trip
5. List of references:

NAME	CONTACT & TITLE	PHONE NUMBER

### TERMS AND CONDITIONS TO CONTRACT

1. **PURCHASE ORDER:** District shall provide a Purchase Order to Contractor pursuant to the Contract at which time Contractor shall proceed with the Service.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Service in a good and workmanlike manner within the Contract time, and in strict conformity with all Contract Documents.
3. **PERMITS, LICENSES, AND REGISTRATION:** Contractor and all of its employees, and agents shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration, and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
4. **LABOR, MATERIALS, AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Service specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
5. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
6. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
7. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
8. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by an act of God, fire, 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 the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
9. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
10. **DISTRICT'S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Service properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another Contractor to replace the Contractor's nonconforming Service, in which case the District shall either issue a deductive change order or invoice the Contractor for the cost of that Service. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.
11. **PAYMENT:** District shall make payment upon completion of the duties and within (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by the District. District shall not reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including mileage, meals, and lodging in the District. Contractor shall only be paid for service completed to the satisfaction of the District through the termination date of this agreement.

12. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Service, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Service shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Service, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Service will be done by the Contractor. In addition to any other information requested, Contractor shall submit, prior to the approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Service. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

13. **INDEMNIFICATION:**

13.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the 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, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' liability.

13.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's defense obligation shall be reduced by the proportion of the Indemnitees' liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

13.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

13.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

13.5 The District may retain so much of the money due to Contractor as shall be considered necessary, until disposition of any such suit, claims, or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

13.6 The defense and indemnification obligations hereunder shall survive the completion of Service, including the warranty/guarantee period, and/or the termination of the Contract.

14. **CONTRACTOR'S INSURANCE:**

14.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 5,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence	\$ 5,000,000
<b>Workers' Compensation</b>	Statutory Limits

- 14.1.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 14.1.2 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 14.2 **Proof of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 14.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."
- 14.2.2 Language stating, in particular, those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 14.2.4 All policies except the Workers' Compensation Insurance and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 14.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Service to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

16. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, 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 Contract for the services performed in connection with this Contract.
17. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Service as indicated or specified. If Contractor observes that any of the Service required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Service shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any service that is in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
18. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all services performed under Contracts there be no discrimination against any employee engaged in the services because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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, the Contractor agrees to require like compliance by all its subcontractor(s).
19. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
20. **CONTRACTOR CLAIMS:** In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the 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 the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor 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 shall continue to perform the Service under the Contract and shall not cause a delay of the Service during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.
21. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.
22. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the

Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Service performed as of the date of termination, or five percent (5%) of the value of the Service yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. 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.

23. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
24. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
25. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
26. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with the venue of any action in a County in which the District administration office is located.
27. **BINDING CONTRACT:** This Contract 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.
28. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant, or waiver of a breach of any term, condition, or covenant shall not constitute the waiver of any other term, condition, or covenant or the waiver of a breach of any other term, condition or covenant.
29. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
30. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining parts, terms and provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
31. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
32. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
33. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.
34. **TOBACCO-FREE AND DRUG-FREE DISTRICT:** The District has been designated as a Tobacco-free and Drug-Free District. Tobacco (smoked or smokeless) or drug use is prohibited at all times on all areas of District property. Successful bidders shall submit the Alcohol and Tobacco-Free Certification as well as the Drug-Free Workplace Certification included with the RFP packet within 90 days of award of contract.



**NONCOLLUSION DECLARATION**  
**Public Contract Code Section 7106**

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Bidder Name)  
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 this \_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.  
(City, State)

Proper Name of Bidder: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

**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:

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

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

Proper Name of Contractor: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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 the awarding body prior to performing any Service under this Contract.)

**CRIMINAL BACKGROUND INVESTIGATION  
/FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between the Tracy Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

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 at least one of the following actions with respect to the construction project that is the subject of the Contract (check all that apply):

- The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- The 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 who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Service, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractors:

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

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

NOTE: If the Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- The Service on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Contractor's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

Contractor's responsibility for background clearance extends to all of its employees coming into contact with District pupils regardless of whether they are designated as employees or acting as independent suppliers of the Contractor.  
Date:

Proper Name of Contractor: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

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

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

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

CONTRACTOR

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

Name/Title: \_\_\_\_\_

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

Name/Title: \_\_\_\_\_

**ALCOHOL AND TOBACCO FREE CERTIFICATION**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property, and in DISTRICT vehicles.

The CONTRACTOR shall procure signs stating, “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Authorized Official of CONTRACTOR: \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Email Address Phone Number

This document must be executed and submitted with the executed Agreement  
between Owner and Contractor.

## Notice Requesting Written Proposals for Charter Bus Services

Tracy Unified School District

Purchasing Department  
1875 W. Lowell Avenue  
Tracy, California 95376

NOTICE IS HEREBY GIVEN that Proposals are being requested from Tracy Unified School District, for Charter Bus Service beginning the 2021-2022 fiscal years. The Proposals must be sealed and will be received up to 2:00 PM, on June 11, 2021.

ALL written quotes must be made on quotes obtained from the Purchasing Office, Tracy Unified School District and signed by the Contractor.

WE, the undersigned, have reviewed the Terms and Conditions as outlined in the Written Proposal for Charter Bus Service as specified by Tracy Unified School District.

WE, the undersigned, agree to furnish the service specified at the quoted price and to comply with the conditions of this Proposal document.

IT IS UNDERSTOOD that in the event we should fail to provide the services specified at the quoted price, and/or fail to comply with the conditions as stated in the Proposal document, the District reserves the right to cancel any contract.

_____	
Original Signature	Date
_____	
Name & Title (print)	
_____	
Vendor Name	Telephone & Fax Number
_____	
Street Address	City, State, Zip Code