

---

# **EDEN AREA REGIONAL OCCUPATIONAL PROGRAM**

**BID AND CONTRACT DOCUMENTS  
FOR TRANSPORTATION SERVICES**

**BID# 22-23-001**

**BID DUE DATE: 10/07/22 at 2:00 P.M. PST**

**EDEN AREA REGIONAL OCCUPATION PROGRAM**  
26316 Hesperian Blvd.  
Hayward, CA 94545

**TABLE OF CONTENTS**

<b>DESCRIPTION</b>	<b>Section No.</b>
Notice Calling for Bids	A
Instructions for Bidders	B
Bid Proposal	C
Statement of Qualifications	D
Non-Collusion Declaration	E
Certificate of Workers Compensation	F
Drug-Free Certification	G
Fingerprint Certification	H
Agreement; Terms and Conditions	I
Exhibit 1-Bus Schedule and Student Calendar	J

**SECTION A  
NOTICE CALLING FOR BIDS**

<b>LOCAL EDUCATION AGENCY</b>	<b>Eden Area Regional Occupation Program</b>
<b>PROJECT DESCRIPTION</b>	<b>Home School to and from ROP Center Transportation Services from November 23, 2022 through June 1, 2023 (111 days)</b>
<b>LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS</b>	<b>Three (3) copies of the proposal must be submitted no later than 2:00 pm PST October 7, 2022</b>
<b>LOCATION FOR SUBMISSION OF BID PROPOSALS</b>	<b>EDEN AREA REGIONAL OCCUPATION PROGRAM 626316 HESPERIAN BLVD. HAYWARD CA 94545</b>
<b>LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS</b>	<b>Bid packets are available online through the Eden Area Regional Occupation Program website: <a href="http://www.edenrop.org">www.edenrop.org</a></b>

**NOTICE IS HEREBY GIVEN** that the Eden Area Regional Occupation Program (“EAROP”) will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Student Bus Transportation Services.

1. Submittal of Bid Proposals. All Proposals must be submitted on forms furnished by EAROP prior to the last time for submission of Bid Proposals and EAROPs public opening and reading of Bid Proposals.
2. Essential Requirements. See Statement of Qualifications Essential Requirements
3. Bid and Contract Documents. The Bid and Contract Documents are available at the location stated above or may be downloaded from EAROP’s website: [www.edenrop.org](http://www.edenrop.org). Any and all Addenda issued shall be posted on EAROP’s website no later than three (3) days prior to date scheduled for the bid opening. It is the Bidder’s sole responsibility to download any and all Addenda prior to the bid opening and to acknowledge its receipt and review of the Addenda in its Bid Proposal. Bidder’s failure to acknowledge receipt and review of the Addenda in its Bid Proposal shall render the Bid Proposal non-responsive.
4. Documents Accompanying Bid Proposal. Each Bid Proposal shall be submitted with the following documents. All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for EAROP to reject such Bidder’s Bid Proposal for non-responsiveness.

Non-collusion Declaration	Statement of Qualifications
Certificate of Workers Compensation	Certificates of Insurance evidencing all insurance requirements
Drug-Free Certification	Copies of Current CPUC TCP Permits and Certificates
Current Copy of CHP Safety Compliance Report for each Bus Quoted	Mandatory Per Diem Expenses for Drivers – Must have a Not-to-Exceed Amount
List of All Qualified Drivers with Evidence of Compliance with required licenses and endorsements.	Current Copy of CPUC/CHP Annual Report of Drug and Alcohol Testing

5. Pre-Bid Inquiries. Bidders may submit pre-bid inquiries or clarification requests. Bidders are solely and exclusively responsible for submitting such inquiries or clarification requests not less than SEVEN (7) calendar days prior to the scheduled closing date for the receipt of Bid Proposals. EAROP will not respond to any bidder inquiries or clarification requests, unless such inquiries or clarification requests are submitted timely to: Linda Granger, Chief Operating Officer, [lgranger@edenrop.org](mailto:lgranger@edenrop.org).
6. No Withdrawal of Bid Proposals. Bid Proposals shall not be withdrawn by any Bidder for a period of sixty (60) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.
7. Waiver of Irregularities. EAROP reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
8. Award of Contract. Contract(s), if awarded, will be by action of EAROP's Governing Board to the responsible Bidder(s) who can provide proper and satisfactory services. The award of the contract shall be to the most-qualified responsible, responsive bidder who can provide proper and satisfactory services which reflect the best value to EAROP in accordance with Education Code section 39802. In accordance with Education Code section 39802, this award may be awarded to other than the lowest bidder.

Advertisement publication dates: \_\_\_\_\_ September 23 and September 30, 2022 \_\_\_\_\_

**[END OF SECTION]**

## SECTION B INSTRUCTIONS FOR BIDDERS

1. The Eden Area Regional Occupation Program (“EAROP”) extends, supports, and enhances the current career and technical training programs of its four member districts.
2. Scope of Work. Bidder awarded the Contract for Bus Transportation will provide bus transportation services, to and from the Eden Area ROP Center and member districts high school campuses as outlined in Exhibit 1. Potential Bidders will need to demonstrate that their bus drivers are trained to work with students pursuant to applicable law. Potential Bidders must use properly maintained busses and properly licensed drivers at all times in compliance with applicable law. Charter bus vendors must also be registered with the CPUC and have an ‘Active’ status.
3. **Contractors’ buses shall be equipped with and maintain operating video systems at all times.**

The CPUC SCHOOL PUPIL TRANSPORTATION DECLARATION FORM advises:

*Transporting pupils at or below the 12th grade level may require that your vehicle(s) and your driver(s) meet special licensing and certification requirements. The definitions for school and school-related activity are broad and could put your company in violation of the laws if transportation is conducted without the proper certifications. Prior to conducting any school pupil transportation, review the applicable laws and ensure that your vehicles and drivers have the necessary certifications and endorsements. If you have questions regarding the transportation requirements, please contact the California Highway Patrol who can assist you to understand the requirements of the laws.*

*State legislation passed in 2009 added Section 5387(c) to the Public Utilities Code effective January 1, 2010. Section 5387(c) provides that the Commission shall permanently revoke the charter-party carrier certificate or permit of a carrier which commits any of six violations named in paragraph (1) of the section. One of the violations is:*

*(E) Knowingly employs a bus driver who does not have a current and valid driver’s license of the proper class, a passenger vehicle endorsement, or the required certificate to drive a bus.*

*California Vehicle Code Section 545 defines a “school bus” as a “motor vehicle designed, used or maintained for the transportation of any school pupil at or below the 12th grade level to or from a public or private school or to or from public or private school activities, unless it meets one of the exceptions stated in the section.”*

***Failure to obey California laws governing transporting school pupils may subject my charter-party operating authority to permanent revocation under Public Utilities Code Section 5387(c)(1)(E).***

4. Preparation and Submittal of Bid Proposal.
  - 4.1. Bid Proposal Preparation. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids (“Call for Bids”) may be deemed non-responsive and rejected.
  - 4.2. Bid Proposal Submittal. Bid Proposals shall be submitted at the place designated in the Call for Bids in sealed envelopes bearing on the outside the Bidder’s name and address along with an identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to EAROP at the place designated in the Call for Bids.

- 4.3. Date and Time of Bid Proposal Submittal. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is marked with the Project title and is received by a EAROP representative for logging-in at (or before) the latest date and time for submittal of Bid Proposals. Whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by EAROP after it has commenced the public opening and reading of Bid Proposals. Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened.
5. Documents Accompanying Bid Proposal; Signatures. Documents which must be submitted with each Bid Proposal are identified in the Call for Bids. Any document submitted with a Bid Proposal which is not complete, accurate and executed, as required by each document, may result in the Bid Proposal being deemed non-responsive.
6. Bidder Modifications; Withdrawal or Modification of Submitted Bid Proposal.
- 6.1. Bidder Modifications to Bid Forms Prohibited. Modifications by a Bidder to the bid forms which are not specifically called for or permitted may result in the Bidder's Bid Proposal being deemed non-responsive and rejected.
- 6.2. Erasures; Inconsistent or Illegible Bid Proposals. Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineations or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by EAROP to be non-responsive. If any Bid Proposal or portions thereof, is determined by EAROP to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, EAROP may reject such a Bid Proposal as being non-responsive.
- 6.3. Withdrawal or Modification of Submitted Bid Proposal. A Bidder may not withdraw or modify a Bid Proposal submitted to EAROP except in strict conformity to the following. Bid Proposals may be withdrawn or modified only if: (i) the Bidder submitting the Bid Proposal submits a request for withdrawal or modification in writing to EAROP; and (ii) the written withdrawal or modification request is actually received by EAROP prior to the latest date/time for submittal of Bid Proposals. Requests for withdrawal of a Bid Proposal after the public opening of Bid Proposals pursuant to Public Contract Code §5100, et seq. will be considered only if in strict conformity with requirements of Public Contract Code §5100, et seq.
7. Pre-Bid Questions; Contract Document Interpretation and Modifications.
- 7.1. Bidder Pre-Bid Questions. Any Bidder in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with the Laws ("Pre-Bid Questions"), shall submit a request for a clarification, interpretation or correction thereof using the form of Pre-Bid Inquiry included with the Contract Documents. Bidders are solely and exclusively responsible for submitting Pre-Bid Questions no later than the time/date designated in the Call for Bids. Responses to Pre-Bid Questions will be by written addendum issued by, or on behalf of, EAROP. A copy of any such addendum will be available on EAROP's website [www.edenrop.org](http://www.edenrop.org); mailed or otherwise delivered to each Bidder receiving a set of the Contract Documents. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.
- 7.2. No Oral Interpretations. No person is authorized to: (i) render an oral interpretation or correction of any portion of the Contract Documents; or (ii) provide oral responses to Pre-Bid Questions. No Bidder is authorized to rely on any such oral interpretation, correction or response.
8. Bidders Interested in More Than One Bid Proposal; Non-collusion declaration. No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to EAROP. The form of Non-collusion

declaration included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-collusion declaration with its Bid Proposal will render the Bid Proposal non-responsive.

9. Determination of Lowest Responsive Bid/Award of Contract.

- 9.1. Waiver of Irregularities or Informalities. EAROP reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
- 9.2. Award to Best Value Responsible Bidder. The award of the Contract, if awarded, will be made by EAROP through action of its Board of Education, to the responsible Bidder(s) who can provide proper and satisfactory services which reflect the best value to EAROP. Pursuant to Education Code § 39802, the governing board may let the contract for the service to other than the lowest bidder.
- 9.3. Responsive Bid Proposal. A responsive Bid Proposal shall mean a Bid Proposal which conforms to and complies with requirements of the Bid and Contract Documents. A Bid Proposal that does not conform to material bidding requirements, as reasonably determined by EAROP, is subject to rejection for non-responsiveness
- 9.4. Hearing re Rejected Bid. If a Bidder's bid is rejected by EAROP, that Bidder may request a hearing on that rejection: (i) if EAROP issues a notice of intent to award a contract to a Bidder whose bid is higher in price than the bid that was rejected; and (ii) the Bidder strictly complies with the following provisions relating to time limitations for requesting a hearing. To be considered by EAROP, such a request for a hearing must be in writing and submitted to and actually received by EAROP by the earlier of: (i) 5:00 PM one (1) business day after EAROP's notice to the Bidder of EAROP's rejection of the Bidder's Bid Proposal; or (ii) 5:00 PM one (1) business day after the date of EAROP's notice of intent to award a contract. If a Bidder does not request a hearing in strict conformity with the foregoing, such Bidder shall be deemed to have knowingly and voluntarily waived rights to a hearing. If EAROP grants a hearing and shall notify the Bidder of the date and time of such hearing. .

10. Responsible Bidder.

- 10.1. Bidder Capacity. Factors affecting the Bidder's capacity to perform and complete the Work will be assessed, including: (i) Bidder's access to labor, materials and other resources necessary to complete the Work; (ii) Bidder's ability to perform the work within 72 hours of notification; and (iii) Bidder's ability to provide buses that comply with EAROP's requirements.
- 10.2. Bidder Character, Integrity. Factors reflecting the character and integrity of the Bidder, including: (i) other public agency finding/determination, within the past five (5) years, that the Bidder is not responsible; (ii) currently debarred from bidding public works projects or debarment from bidding within past five (5) years; and (iii) false claims liability within the past five (5) years under local, state or federal laws.
- 10.3. Bidder Financial Capability. Factors considered include: (i) sufficiency of the Bidder's financial resources; (ii) whether the Bidder is current in payment of debts and performance of other financial obligations; and (iii) bankruptcy or insolvency proceedings have been instituted within the past five (5) years.
- 10.4. Bidder Prior Performance. The Bidder's prior performance on prior public contracts, including without limitation: (i) cost overruns; (ii) compliance with general conditions and other contractual requirements, including schedule development, schedule updates and coordination of labor, material/equipment procurements and subcontractors; (iii) timely performance; (iv) submittal of unsubstantiated, unsupported or excessive cost proposals, claims or contract adjustment requests; (v) completion of a project by a surety; (vi) owner's exercise of default remedies; and (vii) finding or determination by any public agency that the Bidder is not a responsible bidder.
- 10.5. Safety. Factors include: (i) findings of serious or willful safety violations of safety laws, regulations or requirements by any local, state or federal agency within the past five (5) years; (ii) adequacy and implementation of safety plans; and (iii) Workers Compensation Insurance EMR rating exceeding 1.25.

11. Department of Justice. No person shall be permitted to perform any services until: (a) such person has submitted her/his fingerprints to the California Department of Justice ("DOJ") pursuant to Education Code § 45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual has not been convicted of a felony defined in Education Code § 45122.1 and has no criminal felony proceedings (as defined in Education Code § 45122.1) pending against her/him; (c) the Contractor or Subcontractor engaging the individual for the services has received written or electronic verification from the DOJ of the absence of felony convictions and pending felony criminal proceedings; and (d) the Contractor or Subcontractor engaging such individual as an employee or independent contractor has submitted a Fingerprint Certification to EAROP specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him.
12. Workers' Compensation Insurance. Pursuant to California Labor Code § 3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the work of the Contract. The successful Bidder shall execute and deliver to EAROP the form of Workers Compensation Certification included in the Contract Documents concurrently with such Bidder's delivery of the executed Agreement to EAROP.
13. Non-Discriminatory Employment Practices. It is the policy of EAROP that there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status or other legally protected classification. All Bidders agree to comply with EAROP's non-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§ 12940 et seq. and California Labor Code § 1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.
14. Sexual Harassment. It is the policy of EAROP to ensure that everyone complies with Education Code, Government Code, Title V of the Administrative Code, and all other related statutes related to the prevention of Sexual Harassment. All Bidders agree to comply with EAROP's Sexual Harassment Prevention Program and all applicable Federal and California laws including but not limited to the California Fair Employment & Housing Act commencing with California Government Code §12950, *et seq.* In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.
15. Bidder's Qualifications. Each Bidder shall submit with its Bid Proposal the form of Statement of Bidder's Qualifications, which is included within the Contract Documents. All information required by Statement of Bidder's Qualifications shall be completely and fully provided. Any Bid Proposal not accompanied by the Statement of Bidder's Qualifications completed with all information required and bearing the signature of the Bidder's duly authorized representative under penalty of perjury will render the Bid Proposal non-responsive and rejected. If EAROP determines that any information provided by a Bidder in the Statement of Bidder's Qualifications is false or misleading, or is incomplete so as to be false or misleading, EAROP may reject the Bid Proposal submitted by such Bidder as being non-responsive. If any response to the "Essential Requirements" section of the Statement of Qualifications is a "not qualified" response, the Bidder's Bid Proposal will be rejected for failure of the Bidder to meet minimum qualifications for the Work.
16. Public Records. Bid Proposals and other documents responding to the Call for Bids become the exclusive property of EAROP upon submittal to EAROP. At such time as EAROP issues the Notice of Intent to award the Contract pursuant to these Instructions for Bidders, all Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record and shall thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code § 3426.1) and information provided in response to the Statement of Qualifications. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or other similar notations, may result in, or render, the Bid Proposal non-responsive and rejected. EAROP is not liable or responsible for the



disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of EAROP or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to EAROP in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. If EAROP is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless EAROP in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; EAROP's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

17. Drug Free Workplace Certificate. In accordance with California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§ 8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

**[End of Section]**

**SECTION C  
BID PROPOSAL**

**BID # 22-23-001**

The undersigned proposes to provide student transportation services to the Eden Area Regional Occupational Program in accordance with the scope and terms and conditions of this invitation to bid. The undersigned declares that all information in the Invitation to Bid has been carefully reviewed and examined, and that the bidder shall comply with all District rules, regulations and policies.

Prices bid below are to be per mile and are to include all costs for all operating and routine maintenance for the miles driven on busses operated to provide required transportation and shall include all applicable sales and use taxes, permits, and licenses.

The number of busses, routes, total miles, and routing times used below are approximately the expected figures at the start of the contract for Home-To-School transportation. Bidders are to use these figures in calculating their bids, as these will be firm prices paid for mile driven throughout the term of the Contract.

**A. BUS & ROUTE INFORMATION**

EAROP SUPPLIED DATA (ESTIMATED)

DAILY ROUTES:

TOTAL NUMBER OF NEEDED BUSES: 6

TOTAL NUMBER OF ROUTES   6   (routes/day Monday-Friday)

Route 1: Castro Valley HS & Redwood HS to and from EAROP (pm only)

Route 2: San Leandro HS & Lincoln HS to and from EAROP (am and pm)

Route 3: Arroyo HS and Royal Sunset HS to and from EAROP (am and pm)

Route 4: San Lorenzo HS to and from EAROP (am and pm)

Route 5: Brenkwitz HS and Mt. Eden HS to and from EAROP (am and pm)

Route 6: Hayward HS and Tennyson HS to and from EAROP (am and pm)

TOTAL NUMBER OF DAYS   110  

TOTAL MILES (ALL ROUTES) 18,000 (Estimated miles for the contract period)

SEATING CAPACITY: Up to 56 students

**B. CONTRACTOR TOTAL PER MILE & ANNUAL COST.**

Price per mile \_\_\_\_\_

Total annual cost \_\_\_\_\_ (price per mile x total miles)

The undersigned has carefully checked all of the above figures and understands that EAROP shall not be responsible for any errors or omissions on the part of the undersigned in the preparation of this bid.

The undersigned hereby declares that all of the representations of this proposal are made under penalty of perjury under the laws of the State of California.

Individual  
Proposer:

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

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

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

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

\_\_\_\_\_

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

(SEE NEXT PAGE FOR ADDITIONAL OPTIONS)

.....

Partnership: Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

.....

Corporation: Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

(Seal & Attest)

.....

Joint Venture: Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
(i) Telephone: \_\_\_\_\_

A Corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and Bond is duly authorized to do so.

Other Parties to Joint Venture:

If an Individual: \_\_\_\_\_

(Signed)

Doing Business as: \_\_\_\_\_

If a Partnership: \_\_\_\_\_

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

(Partner)

If a Corporation: \_\_\_\_\_

(a \_\_\_\_\_ Corporation)

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

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

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

(Seal and Attest)

---

**ADDITIONAL INFORMATION/DOCUMENTATION REQUIRED TO BE SUBMITTED WITH BID PROPOSAL**

**STATEMENT OF QUALIFICATIONS**

**NON-COLLUSION DECLARATION**

**CERTIFICATE REGARDING WORKERS' COMPENSATION INSURANCE**

**DRUG-FREE WORKPLACE CERTIFICATION**

**FINGERPRINT CERTIFICATION**

**COPY OF CPUC TCP PERMITS AND CERTIFICATIONS**

**CURRENT COPY OF CHP SAFETY COMPLIANCE REPORT FOR EACH BUS QUOTED.**

*In lieu of producing the current copies of the CHP Safety Compliance Reports for each bus quoted, identify the bus license plate number, last 4 of the vehicle identification number, date of the current CHP safety Compliance Report and whether the current CHP Safety Compliance Report assigned a "satisfactory" or "unsatisfactory" rating.*

**CURRENT COPY OF CPUC/ CHP ANNUAL REPORT OF DRUG AND ALCOHOL TESTING**

**CERTIFICATES EVIDENCING INSURANCE REQUIREMENTS**

**MANDATORY PER DIEM EXPENSES FOR DRIVERS – MUST HAVE NOT-TO-EXCEED AMOUNTS**

**LIST OF ALL QUALIFIED DRIVERS WITH EVIDENCE OF COMPLIANCE WITH ALL REQUIRED LICENSES AND REQUIRED ENDORSEMENTS. EAROP SHALL HAVE THE RIGHT TO INSPECT/AUDIT AS-NEEDED.**

**SECTION D  
STATEMENT OF QUALIFICATIONS**

1. Bidder Information.

1.1. Contact Information

Name	
Mailing Address	_____ Street Address _____ City, State, Zip Code
Physical Location (if different from mailing address)	_____ Street Address _____ City, State, Zip Code
Telephone/Fax	(____) _____ Telephone _____ (____) _____ Fax

1.2. Bidder Contacts.

Name	
Contact Information	Telephone: (____) _____ Fax (____) _____ Email _____

1.3. Bidder Form of Entity.

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Joint Venture
- Sole Proprietorship

2. Revenue. Complete the following for the Bidder's transportation operations; if any portion of the revenue disclosed is generated by non-transportation activities, the Bidder must identify the portion of revenue attributed to transportation operations and generally describe business activities of the Bidder that generates non-transportation operations related revenue.

Calendar Year/ Fiscal Year	Annual Gross Revenue	Annual Net Revenue

3. References. List at least three (3) references.

<b>Owners (K-12 school districts or community colleges preferred)</b>			
Owner Name	Address	Telephone No.	Contact Name

4. Insurance.

<p>Commercial General Liability Insurance</p>	<p>Insurer: _____</p> <p>Policy No. _____</p> <p>Broker _____</p>
<p>Commercial General Liability Insurance Broker</p>	<p>(Contact Name) _____</p> <p>_____</p> <p>(Street Address)</p> <p>_____</p> <p>(City, State &amp; Zip Code)</p> <p>(_____) _____ (_____) _____</p> <p>Telephone Fax</p> <p>_____</p> <p>(Email address)</p>
<p>Passenger Transportation/Bus Liability Insurance Broker (if separate from Commercial General Liability Insurance Broker)</p>	<p>(Contact Name) _____</p> <p>_____</p> <p>(Street Address)</p> <p>_____</p> <p>(City, State &amp; Zip Code)</p> <p>(_____) _____ (_____) _____</p> <p>Telephone Fax</p> <p>_____</p> <p>(Email address)</p>



Workers Compensation Insurance	Insurer: _____ Policy No. _____ Broker _____
Workers Compensation Insurance Broker	(Contact Name) _____ _____ (Street Address) _____ (City, State & Zip Code) _____ (_____) _____ (_____) _____ Telephone Fax _____ (Email address) _____

5. Type of Carrier Check appropriate box

- Charter-Party Carrier of Passengers (TCP)

6. Charter Party Carrier Authority held by Bidder: [Check appropriate box(es)]

- Class "A" (with school bus and passenger transportation endorsement and School Bus Driver Certificate in compliance with California law)
- Chartered service
  - May operate vehicles of any seating capacity
  - May operate from any point to any point within California
  - May also conduct round-trip sightseeing (like an "S" permit) and may charge individual fares in doing so. See section below on "Round-trip Sightseeing".
  - Except for round-trip sightseeing, charges must be based on vehicle mileage, time of use, or combination.
- Class "B" (with school bus and passenger transportation endorsement and School Bus Driver Certificate in compliance with California law )
- Chartered service
  - May operate vehicles of any seating capacity
  - May not pick up passengers more than 125 air miles from the carrier's home terminal. This mileage restriction applies only to vehicles seating 10 or fewer, including the driver.
  - Charges based on vehicle mileage, time of use, or combination.

7. Essential Requirements. A Bidder will not be deemed qualified if the answer to any of the following questions results in a "not qualified" response and the Bid Proposal submitted by such a Bidder will be rejected for failure of the Bidder to meet minimum qualifications for the Work.

- 7.1. Bidder possesses a valid Charter-Party Carrier license/certificate issued by the California Public Utilities Commission.

\_\_\_ Yes \_\_\_ No (Not Qualified)

- 7.2. Bidder has no less than five (5) years in service as a Charter-Party Carrier licensed by the California

Public Utilities Commission?

Yes  No (Not Qualified)

7.3. Bidder has attached copies of its current Charter-Party permits and certificates.

Yes  No (Not Qualified)

7.4. Bidder has a current commercial general liability insurance policy with coverage limits of at least \$10,000,000 per occurrence.

Yes  No (Not Qualified)

7.5. Bidder has attached Certificates of Insurance verifying its compliance with all requisite insurance requirements.

Yes  No (Not Qualified)

7.6. Bidder has a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code §3700.

Yes  No (Not Qualified)

7.7. Bidder hires and utilizes only drivers who are licensed (and certified, if appropriate) for the type of vehicles they will be driving and checks the drivers' records with DMV for all drivers prior to their hiring.

Yes  No (Not Qualified)

7.8. Bidder, if awarded contract, can provide services within seventy-two (72) hours or notification.

Yes  No (Not Qualified)

7.9. Bidder's buses are equipped with operating video systems at all times.

Yes  No (Not Qualified)

7.10. During the last five (5) years, the Bidder or any predecessor to the Bidder, or any of the equity owners of the Bidder has been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?

Yes (Not Qualified)  No

7.11. The Bidder's Worker's Compensation Insurance current EMR is more than 1.25.

Yes (Not Qualified)  No

7.12. The Bidder's Worker's Compensation Insurance average EMR over the past five (5) years is more than 1.25.

Yes (Not Qualified)  No

7.13. Is the Bidder currently in Bankruptcy or has the Bidder filed Bankruptcy within the last three (3) years?

Yes (Not Qualified)  No

8. **Questionnaire.** If the response to any of the following questions is a “yes” complete and accurate details must be attached; failure to attach such details will render the Bid Proposal of the Bidder to be non-responsive and rejected. Responses to the following will be used to evaluate Bidder responsibility.

8.1. Have legal, arbitration or administrative proceedings been brought by a client/customer against the Bidder or any of the principals, officers or equity owners of the Bidder within the past ten (10) years which arise out of or are related to any Bidder’s performance pursuant to the contract for transportation services?

Yes  No

If “yes,” on a separate attachment, include the following details: (i) name of party initiating proceedings against the Bidder; (ii) contact name, address, phone and email address of party initiating proceedings; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demanded; and (v) outcome of proceedings.

8.2. Has the Bidder brought any legal, arbitration or administrative proceedings against a client/customer within the past ten (10) years which arise out of or are related to the Bidder’s performance pursuant to the contract for transportation services?

Yes  No

If “yes,” on a separate attachment, include the following details: (i) name of client/customer; (ii) contact name, address, phone and email address of contact person for client/customer; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

8.3. Provide the following information for three (3) other school districts, community college districts or educational facilities that the Bidder has provided transportation services for within the past five (5) years similar in size, scope, function as the proposed Agreement:

Client Name	
Client Contact Information	
Dates of Agreement	
Approximate Value of Contract	
Scope of Services	

- 8.4. Provide the following information for three (3) clients/customers that the Bidder has provided transportation services for within the past five (5) years similar in size, scope, function as the proposed Agreement if the Bidder has not provided transportation services to other school districts, community college districts or educational facilities:

Client Name	
Client Contact Information	
Dates of Agreement	
Approximate Value of Contract	
Scope of Services	

- 8.5. At any time during the past five (5) years, has any commercial general liability insurance company made any payments on behalf the Bidder to satisfy any claims made against Bidder, in connection with a transportation contract, either public or private?

Yes  No

If “yes,” on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.6. In the last five years has any commercial general liability insurance carrier, for any policy of insurance, refused to renew the insurance policy for your firm?

Yes  No

If “yes,” on a separate attachment set forth: (i) the name and contract information for the insurance carrier; (ii) the date the policy was terminated or expired without renewal; (iv) the grounds for the carrier’s refusal to renew the insurance policy.

- 8.7. In the last five years has any Passenger Transportation/Bus Liability Insurance carrier, for any policy of insurance, refused to renew the insurance policy for your firm?

Yes  No

If “yes,” on a separate attachment set forth: (i) the name and contract information for the insurance carrier; (ii) the date the policy was terminated or expired without renewal; (iv) the grounds for the carrier’s refusal to renew the insurance policy.

- 8.8. At any time during the past five (5) years, has any passenger transportation/bus liability insurance company made any payments on behalf the Bidder to satisfy any claims made against Bidder, in connection with a transportation contract, either public or private?

Yes  No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and contact information for the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.9. At any time during the past five (5) years, has any client/customer made any complaints or claims against Bidder's drivers in connection with a transportation contract, either public or private?

Yes  No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.10. During the past five (5) years the Bidder has been declared in default and terminated for cause under any contract to which the Bidder was a party.

Yes  No

If "yes," on a separate attachment set forth: (i) the name and contact information for the party terminating Bidder's contract; (ii) the date of the termination; (iii) the grounds for the termination; (iv) whether any claim was presented in opposition to the termination; (v) the date of resolution of such claim was brought ant resolved; (vi) the method by which such was resolved if resolved; and (vii) the nature of the resolution.

- 8.11. Within the past five (5) years, has there been more than one occasion in which the Bidder was forced to cease operations due to its failure to timely renew its CPUC license/certificate?

Yes  No

If "yes," on a separate attachment identify the dates of such cessation of operation commenced and terminated. Bidder may provide additional explanations, if it so desires..

- 8.12. Within the past five (5) years, has there been more than one occasion in which the Bidder was cited or penalized for failing to comply with the State and/or Federal statutes or regulations governing Bidder's buses?

Yes  No

If "yes," on a separate attachment: (i) identify by name and address the federal agency issuing the citation or penalty; (ii) describe each instance of violation; (ii) identify the dollar amount of the penalty assessed, if any; (iv) describe all corrective action taken by Bidder to remedy citation or penalty.

Accuracy and Authority. The undersigned is duly authorized to execute this Statement of Qualifications under penalty of perjury on behalf of the above-identified Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Qualifications. The undersigned declares and certifies that the responses to this Statement of Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Bidder acknowledges and agrees that if EAROP determines that any response herein is false or misleading or contains misstatements of fact so as to be false or misleading, the Bidder's Bid Proposal may be rejected by EAROP for non-responsiveness.

Executed this \_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_  
(City and State)

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

By: \_\_\_\_\_  
(Signature of Bidder's Authorized Officer or Representative)

\_\_\_\_\_  
(Typed or Printed Name)

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

**SECTION E**

**NON-COLLUSION DECLARATION**

The undersigned declares:

I am

\_\_\_\_\_,  
(Insert Name)

\_\_\_\_\_  
(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of \_\_\_\_\_  
(Insert Name of Bidder)

As the party submitting a Bid Proposal for the above-identified Project, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_  
(City, County and State)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Name Printed or Typed

\_\_\_\_\_  
(City, County and State)

(\_\_\_\_\_) \_\_\_\_\_  
(Area Code and Telephone Number)

**SECTION F  
CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)  
\_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) 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 in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

2. I am aware that the provisions of California Labor Code §3700 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 this Contract.

\_\_\_\_\_  
(Contractor Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or printed name)





Code §§8350, *et seq.* and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(City and State)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

**SECTION H**  
**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT**  
**FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS**  
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment A* to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment B* to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as \_\_\_\_\_ *[insert "owner" or officer title]* of \_\_\_\_\_ *[insert name of business entity]*, have read the foregoing and agree that \_\_\_\_\_ *[insert name of business entity]* will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

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

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

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

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

**ATTACHMENT A****Violent and Serious Felonies**

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section

186.22 of the Penal Code.

- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- 6. (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.



## SECTION I AGREEMENT

**THIS AGREEMENT** is entered into [REDACTED] by and between the Eden Area Regional Occupation Program (“EAROP”) and [REDACTED] (“Contractor”).

**WITNESSETH**, that EAROP and the Contractor in consideration of the mutual covenants contained herein agree as follows:

**WHEREAS**, [REDACTED] EAROP requested bid proposals in accordance with Public Contract Code § 20111(a)(2) and Education Code § 39802, *et seq.*, for qualified charter bus companies to provide transportation services and qualified drivers to meet EAROP’s school transportation needs for school bus pupil routes (home to school/school to home) and school-related activities. By executing this Agreement, the Parties acknowledge that Contractor submitted a responsive bid proposal, was found to be a qualified charter bus company provider, and based on EAROP’s evaluation of all proposals Contractor provided the lowest possible figure consistent with proper and satisfactory service, and may be issued individual purchase orders (“Purchase Order”) on an as-needed basis to fulfill EAROP’s school bus and student pupil activity bus requirements.

1. Contract Time. The Contractor shall achieve Substantial Completion the Work within the Contract Time which is [REDACTED] ([REDACTED]) calendar days after the date established in the Notice to Proceed issued by or on behalf of EAROP for commencement of the Work.

2. Contract Price. The Contract Price shall be set forth in the Purchase Order, together with relevant General Information regarding the chartered trip or activity and shall be based upon Contractor’s stated rates in its bid proposal, or other reduced negotiated rate, if any. Payments shall be made monthly, promptly after the end of each month during the term thereof subject to the Purchase Order.

3. The Contract Documents. The documents forming a part of the Contract Documents consist of the following:

A	Notice Calling for Bids		F	Certificate of Workers Compensation
B	Instructions for Bidders		G	Drug-Free Workplace Certification
C	Bid Proposal		H	Fingerprint Certification
D	Statement of Qualifications		I	Agreement/Terms and Conditions
E	Non-collusion declaration			

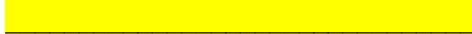
4. Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.



**IN WITNESS WHEREOF**, this Agreement has been duly executed by EAROP and the Contractor as of the date set forth above.

**“EAROP”**  
**EDEN AREA REGIONAL OCCUPATION**  
**PROGRAM**

**“CONTRACTOR”**



By \_\_\_\_\_

Title \_\_\_\_\_

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

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

## TERMS AND CONDITIONS

1. **Scope of Work.** Contractor shall provide bus transportation services, as needed and requested, for: school bus routes to pupils as a part of meeting EAROP school transportation needs. Contractor shall only use employees that are trained to work with EAROP students pursuant to applicable law in connection with this contract. Contractors shall be able to provide bus services within twenty-four (24) hours of notification. Potential Bidders must use properly maintained busses and properly licensed drivers at all times in compliance with applicable law. Contractors' buses shall be equipped with and maintain operating video systems at all times.
2. **General Trip Information**  
Contractor shall provide daily transportation to and from students home high school and the Eden Area ROP center twice a day with the exception of route 1, which only occurs in the afternoon. Transportation is needed on the instructional days listed on the student calendar commencing November 28, 2022. Specifics regarding school days and pick up and drop off times are listed in Exhibit 1.
3. **Regulations Governing Drivers.** In accordance with Education Code § 39830, the driver of a school pupil activity bus, including passenger charter-party carriers, shall be subject to the regulations adopted by the Department of the California Highway Patrol governing school bus drivers, except that the regulations shall not require drivers to duplicate training or schooling that they have otherwise received that is equivalent to that required pursuant to the regulations, and the regulations may not require drivers to take training in first aid.

Contractor shall secure and maintain in effect any licenses and/or permits required by law or regulation for furnishing service under this contract. Contractor shall observe all provisions of the California Vehicle Code, the California Education Code, and the California Code of Regulations. Contractor shall comply with all directives and regulations of the State Board of Education, The California Highway Patrol, District, the United States Department of Transportation, and any other governmental agency relating to the transportation of pupils.

4. **Bus Registration and Inspection.** The motor coach driver must provide, at the time of the trip, the following information on each vehicle that is to be used on the trip ensure that the vehicle is properly registered and is in good mechanical condition:
  - A. **Vehicle's Registration Card** to ensure that the vehicle is authorized to operate in the states that the trip will pass through. Make sure that the bus's license plate and vehicle identification numbers match the registration card. If one trip permits are required under California law for buses not registered in California, the permit must be shown at the time of the trip.
  - B. **Copy of the Vehicle's USDOT Annual Inspection Document**, either a sticker displayed on vehicle or on paper maintained in vehicle.
  - C. **Visual Inspections.** A visual and operating inspection of the assigned bus shall be performed by Contractor prior to each and every trip on which pupils are to be transported. The inspections shall be in compliance with all the provisions of the law and specifications of the Federal Commercial Motor Vehicle Safety Act of 1986.
5. **Federal Motor Carrier Safety Regulations (FMCSR) Compliance Checklist.** Contractor shall submit a checklist that indicates compliance with the FMCSRs:
  - Part 382, Controlled Substances and Alcohol Use and Testing
  - Part 383, Commercial Driver's License Standards; Requirements and Penalties
  - Part 387, Minimum Levels of Financial Responsibility for Motor Carriers
  - Part 390, Federal Motor Carrier Safety Regulations; General
  - Part 391, Qualifications of Drivers
  - Part 392, Driving of Commercial Motor Vehicles

Part 393, Parts and Accessories Necessary for Safe Operation  
 Part 395, Hours of Service of Drivers  
 Part 396, Inspection, Repair, and Maintenance  
 Part 397, Transportation of Hazardous Materials; Driving and Parking Rules

**6. Driver's Documentation.** All drivers shall have the following documents in their possession at the time of service:

- A. **Valid commercial driver's license with a "\_\_\_\_\_ " (\_\_\_\_\_) endorsement.**
- B. **Driver's record of duty status (log book).** Make sure that such a log book or electronic on-board recorder is on board and that the driver's duty status for the trip to the school loading area has been recorded. The log book or electronic on-board recorder should also show the previous seven days' record of duty status for each driver involved in the contracted trip.

EAROP reserves the right, at any time, to approve or reject any driver. The decision of the Operations Coordinator regarding qualifications, acceptance or rejection of any driver under this contract shall be final and conclusive.

**7. Communications with Dispatch.** All buses shall be equipped with operable cellular telephones or two-way radios capable of communication with the Contractor's dispatch office from anywhere within the \_\_\_\_\_ Counties. The Contractor shall ensure access to dispatch staff at all times when buses are in operation. For the purpose of contacting Contractor's personnel in off time situations, the vendor shall provide EAROP with emergency telephone numbers of officers or other agents who are authorized to make operational decisions. All drivers employed by the Contractor for services under this contract are required to report to either the Contractor's dispatcher(s) or a designated Operations Coordinator all scheduling discrepancies, student problems, and any other problems they encounter on their assigned trips.

**8. No Modification of Trips.** All drivers under this contract are required to drive trips exactly as scheduled by EAROP. Drivers may not alter or modify trips without prior written approval of EAROP (may be authorized by the field trip sponsor at the site). The Contractor shall notify the Operations Coordinator, in advance, of all buses which will be delayed from their normal schedule for any reason. Management, dispatch reporting, radio system, and driver control problems of the vendor which may impede internal communications shall in no way relieve the Contractor of their obligation to provide sufficient information and advance notification to EAROP.

**9. Employee Fingerprinting; Contractor's Compliance With Education Code §§ 45125.1 and 45125.2**

**9.1 Department of Justice.** No employee or independent contractor to the Contractor, nor any employee or independent contractor to any Contractor, shall be permitted to provide pupil transportation until: (a) such person has submitted her/his fingerprints to the California Department of Justice ("DOJ") pursuant to Education Code § 45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual has not been convicted of a felony defined in Education Code § 45122.1 and has no criminal felony proceedings (as defined in Education Code § 45122.1) pending against her/him; (c) the Contractor engaging the individual for the Work has received written or electronic verification from the DOJ of the absence of felony convictions and pending felony criminal proceedings; and (d) the Contractor engaging such individual as an employee or independent contractor has submitted a Fingerprint Certification (Attachment B) to EAROP specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him.

**9.2 District Required Identification.** In addition to compliance with the foregoing, if EAROP requires the issuance of identification badges or other means of identification, no person will

be permitted to provide transportation services to EAROP until EAROP has issued such person an identification badge or other means of identification. Notwithstanding compliance with the foregoing requirements, if EAROP requires that identification badges be issued and worn at all times while providing or performing transportation services; such person will not be permitted to transport District pupils until EAROP has issued such person an identification badge and/or such person wears her/her identification badge issued by EAROP. The removal of any personnel under the foregoing provisions shall not result in adjustment of the Contract Price or the Contract Time.

10. **Random Drug Testing.** The vendor shall have an established program of random drug testing for all drivers in accordance with the U.S. Department of Transportation Regulation.
11. **Non-Discrimination.** The Contractor shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.
12. **Sexual Harassment.** It is the policy of EAROP to ensure that everyone complies with Education Code, Government Code, Title V of the Administrative Code, and all other related statutes related to the prevention of Sexual Harassment. All Bidders agree to comply with EAROP's Sexual Harassment Prevention Program and all applicable Federal and California laws including but not limited to the California Fair Employment & Housing Act commencing with California Government Code §12950, et seq. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.
13. **Accidents/Reporting.** Whenever any school bus accident occurs, the driver shall stop at the scene, immediately notify or cause to be notified the department, his or her employer, and the school district for which the bus may be operated under contract. (13 CCR § 1219) EAROP's Transportation Services office number is [\_\_\_\_]. EAROP's Transportation Services after-hours phone number is [\_\_\_\_\_]. The report shall be followed by a written investigation report of the accident within five (5) calendar days after the date of the accident. Assaults and injuries to students, not involving acceleration, deceleration, or movement of the bus, shall also be reported immediately in writing to EAROP.
14. **Sending for Help.** In the event of an accident or emergency, a driver shall not leave the immediate vicinity of the bus to seek aid unless no pupil aboard can be sent to summon help. (13 CCR § 1219)
15. **Complaints.** The Contractor shall respond to EAROP, in writing, to all complaints regarding service within five (5) District business days.
16. **Leaving Driver's Compartment.** When a pupil is aboard, the driver shall not leave the driver's compartment without first stopping the engine, effectively setting the parking brake, placing the transmission in first or reverse gear or park position, and removing the ignition keys, which shall remain in the driver's possession. On vehicles with automatic transmissions which do not have a park position, the transmission shall be placed in neutral.
17. **Discontinued Use of Bus.** When a bus is rendered unsafe for continued operation due to accident damage or a mechanical failure, the driver shall discontinue use of the bus and notify the motor carrier of these circumstances. The driver or motor carrier shall then make the necessary arrangements to have the pupils safely transported to their destinations. (13 CCR § 1220)
18. **Insurance.** LIABILITY AND WORKERS' COMPENSATION INSURANCE

(a) The Contractor shall provide and maintain comprehensive general liability and automobile insurance satisfactory to the EAROP during the contract period. The Contractor shall maintain such liability insurance as will protect him from any claims for damages for personal injury, including death and damage to property, which may arise from operations under this Contract. Such liability insurance shall be issued by insurance carriers satisfactory to the EAROP in the amount of ten million (\$10,000,000.00) dollars of combined single limits, bodily injury, and property damage coverage per occurrence. The insurance shall be carried with an insurance company authorized by law to transact such business in the state of California which shall not have less than an "A" rating as determined by A.M. Best. The comprehensive general liability insurance and the automobile liability insurance coverages shall also include, or be endorsed to include, the following:

(i) Provision or endorsement naming EAROP and each of its officers, employees, volunteers, students, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to EAROP, its officers, officials, employees or volunteers.

(ii) Provision or endorsement stating that for any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects EAROP, its officers, officials, employees and volunteers to the extent EAROP is an additional insured. Any insurance or self-insurance maintained by EAROP, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

(iii) Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to EAROP, its officers, officials, employees, or volunteers.

(iv) Provision or endorsement stating that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(v) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under the Contract.

(b) Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. Contractor shall execute a certificate in compliance with Labor Code Section 1861, on the form attached to this Contract. Such insurance shall contain a provision a waiver of the insurer's right to subrogation against EAROP.

(i) Claims Against District - If an injury occurs to any employee of Contractor for which the employee or his/her dependents, in the event of his/her death, may be entitled to compensation from District under the provisions of said Act, for which compensation is claimed from District, and if such injury is a compensable injury under said Acts, there will be retained out of the sums due Contractor under this Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If District is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to District.

(c) Prior to execution of this Contract and prior to commencement of any work, Contractor shall furnish District with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Subject to acceptance by EAROP, Contractor insurer will provide complete certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section. Contractor agrees to furnish one copy of each required policy to District, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by District shall not relieve or decrease any liability of Contractor.

**19. Indemnification.** Unless arising solely out of the active negligence or willful misconduct of EAROP, the Contractor shall indemnify, defend and hold harmless EAROP, EAROP's Governing Board and all members thereof and EAROP's directors, officers, employees, agents and representatives from all claims, demands and liabilities, including without limitation, attorneys' fees, which arise out of or related in any manner to this Contract and/or the transportation services provided. The Contractor's obligations hereunder include without limitation: (a) injury to, or death of, persons; (b) damage to property; (c) theft or loss of property; (d) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Contractor, its employees, agents and independent contractors. The Contractor's obligations hereunder shall survive termination of the Contract and continue until all statutes of limitations have passed.

**20. Dispute Resolution.**

Negotiation. Any claim that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to EAROP within 30 days of its occurrence. Failure to submit a claim within this time period shall result in Contractor waiving all rights as to the particular claim. The Contractor shall file with EAROP an itemized statement of the details and amount of such claim. EAROP and Contractor shall attempt to negotiate a resolution of such claim and process an amendment to this Contract to implement the terms of such resolution.

Services Pending Outcome. Contractor agrees to proceed with all services ordered by EAROP pursuant to this Contract, pending the outcome of any claim or dispute. In accordance with the terms of this Contract, EAROP agrees to pay for services ordered by it and properly rendered by the Contractor pursuant to this Contract pending the outcome of any claim or dispute.

Additional Remedies. The rights and remedies of the parties provided under this Contract are in addition to any other rights and remedies provided by law.

**21. Term; Termination**

**21.1 Term.** This Agreement shall be a continuing contract for the furnishing of transportation of pupils with a maximum term of 1 (one) year, subject to EAROP's annual option to renew as approved by EAROP's Board of Trustees. The Agreement, if renewed, shall include all of the terms and conditions set forth herein, including any provisions regarding increased rates based on increased costs as mutually agreed to by and between the parties as set forth in Education Code § 39803(c).

**21.2 Termination for Cause.** EAROP retains the right to terminate this contract at its exclusive option and at no further cost or obligation to itself for reasons of Contractor's failure to perform satisfactorily in the following areas: quality of service, or fulfillment of other contractual commitments or requirements. Such termination action will be enacted only after the Contractor has been notified in writing by EAROP of its dissatisfaction and the Contractor has been given, in EAROP's opinion reasonable time to correct the matter of dissatisfaction. In

addition, either party may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. If District exercises the right of termination hereunder, the Contract Price due the Contractor as of the effective date of termination, if any, shall be based upon amounts due for services provided and completed pursuant to executed Purchase Orders prior the effective date of EAROP's termination of this Agreement, reduced by: (i) EAROP's prior payments of the Contract Price; and (ii) losses, damages, or other costs sustained by EAROP arising out of the termination of this Agreement or the cause(s) for termination of this Agreement.

**21.3 Termination for Convenience.** EAROP retains the right to terminate the contract, in whole or in part, for convenience.

## 22. Miscellaneous

**22.1 Successors.** This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of EAROP and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.

**22.2 Cumulative Rights and Remedies; No Waiver.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by EAROP shall constitute a waiver of a right or remedy afforded it under the Contract Documents or the Laws nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

**22.3 Provisions Required by the Laws Deemed Inserted.** Each and every provision of law and clause required by the Laws to be inserted in the Contract Documents is deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.

**22.4 COVID 19 Compliance.** The Contractor shall comply with all legal, contractual, and local government requirements related to the novel coronavirus and COVID-19 that apply to the services contemplated herein, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract.

**22.5 Independent Contractor.** The parties agree that Contractor is free from the control and direction of EAROP in connection with Contractor's performance of the services contemplated by this Agreement. Contractor is hereby retained to provide the specified services for EAROP, which are outside the usual course of EAROP's business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the services required by this Agreement. Contractor understands and agrees that Contractor and the contractor parties shall not be considered officers, employees, agents, partners, or joint venturers of EAROP, and are not entitled to benefits of any kind or nature normally provided to employees of EAROP and/or to which EAROP's employees are normally entitled.

**22.6 Tuberculosis Certification.**

Contractor and the contractor parties shall at all times comply with the tuberculosis (“TB”) certification requirements of Education Code section 49406. Contractor shall be required to submit the following form prior to commencing the services contemplated herein.

-----  
By checking the applicable boxes below, Contractor hereby represents and warrants to EAROP the following:

A.  Contractor and contractor parties will only have limited or no contact (as determined by EAROP) with EAROP students at all times during the Term of this Agreement.

B.  The following Contractor and contractor parties will have more than limited contact (as determined by EAROP) with EAROP students during the contract period of this Agreement and, at no cost to EAROP, have received a TB test or risk assessment in full compliance with the requirements of Education Code section 49406:

\_\_\_\_\_  
  
\_\_\_\_\_

[Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and contractor parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to EAROP upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired to provide services under this Agreement after the Effective Date of this Agreement by Contractor and contractor parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with EAROP students until the TB certification requirements have been satisfied and EAROP determines whether any contact is permissible.

**22.7 Entire Agreement.** The Contract Documents contain the entire agreement and understanding between EAROP and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by EAROP and the Contractor.



**Section J**  
**Exhibit 1**  
**Bus Schedules**

**Route 1:****AFTERNOON – (no morning runs)****Castro Valley HS and Redwood HS to EAROP**

<b>Monday, Wednesday, Thursday, Friday</b> <b>Depart Time: 12:15pm CVHS 12:20 RHS</b> <b>Arrive at EAROP: 12:40pm</b>	<b>Tuesday</b> <b>Depart Time: 1:20pm CVHS 1:25 RHS</b> <b>Arrive at EAROP: 1:45pm</b>
---	--

**EAROP to Castro Valley HS**

<b>Monday, Tuesday, Wednesday, Thursday, Friday</b> <b>Depart Time: 3:40pm</b> <b>Arrive at CV: 4:05pm</b>
--

**Route 2****MORNING –****San Leandro HS to EAROP**

<b>Monday, Tuesday, Thursday, Friday</b> <b>Depart Time: 8:00am</b> <b>Arrive at EAROP: 8:20am</b>	<b>Wednesday</b> <b>Depart Time: 8:20am</b> <b>Arrive at EAROP: 8:50am</b>
--	--

**EAROP to San Leandro HS**

<b>Monday, Tuesday, Friday</b> <b>Depart Time: 11:30am</b> <b>Arrive at SLE: 12:10pm</b>	<b>Wednesday</b> <b>Depart Time: 11:50am</b> <b>Arrive at SLE: 12:20pm</b>	<b>Thursday</b> <b>Depart Time: 10:00am</b> <b>Arrive at SLE: 10:30am</b>
--	--	---

**AFTERNOON –****Lincoln HS and San Leandro HS to EAROP**

<b>Monday, Tuesday, Thursday, Friday</b> <b>Depart Time: 12:05 pm LHS, 12:15 SLHS</b> <b>Arrive at EAROP: 12:45 pm</b>	<b>Wednesday</b> <b>Depart Time: 12:35 pm LHS, 12:45 SLHS</b> <b>Arrive at EAROP: 1:10pm</b>
--	--

**EAROP to Lincoln and San Leandro HS**

<b>Monday, Tuesday, Wednesday, Thursday, Friday</b> <b>Depart Time: 3:40pm</b> <b>Arrive at SLE: 4:10pm</b>
---

**Route 3****MORNING –****Arroyo to EAROP**

<b>Monday, Tuesday, Thursday, Friday</b> <b>Depart Time: 8:00</b> <b>Arrive at EAROP: 8:20 am</b>	<b>Wednesday</b> <b>Depart Time: 8:25</b> <b>Arrive at EAROP: 8:45am</b>
---	--

**EAROP to Arroyo**

<b>Monday, Tuesday, Thursday, Friday</b> <b>Depart Time: 11:30 am</b> <b>Arrive at Arroyo: 11:50 am</b>	<b>Wednesday</b> <b>Depart Time: 10:50 am</b> <b>Arrive at Arroyo: 12:10 pm</b>
---	---

**AFTERNOON –****Arroyo and Royal Sunset HS to EAROP**

<b>Monday, Tuesday, Thursday, Friday</b> <b>Depart Time: 12:15 pm AHS, 12:25 RSHS</b> <b>Arrive at EAROP: 12:35 pm</b>	<b>Wednesday</b> <b>Depart Time: 12:15 pm AHS, 12:25 RSHS</b> <b>Arrive at EAROP: 12:35 pm</b>
--	--

**EAROP to Arroyo and Royal Sunset HS**

<b>Monday, Tuesday, Thursday, Friday</b> <b>Depart Time: 3:40 pm</b> <b>Arrive at Arroyo: 4:05 pm</b>	<b>Wednesday</b> <b>Depart Time: 3:40 pm</b> <b>Arrive at Arroyo: 4:05 pm</b>
---	---

**Route 4****MORNING –****San Lorenzo HS to EAROP**

<b>Monday, Tuesday, Thursday, Friday</b> <b>Depart Time: 8:00</b> <b>Arrive at EAROP: 8:20 am</b>	<b>Wednesday</b> <b>Depart Time: 8:25</b> <b>Arrive at EAROP: 8:45am</b>
---	--

**EAROP to San Lorenzo HS**

<b>Monday, Tuesday, Thursday, Friday</b> <b>Depart Time: 11:30 am</b> <b>Arrive at Arroyo: 11:50 am</b>	<b>Wednesday</b> <b>Depart Time: 10:50 am</b> <b>Arrive at Arroyo: 12:10 pm</b>
---	---

**AFTERNOON –****San Lorenzo HS to EAROP**

<b>Monday, Tuesday, Thursday, Friday</b> <b>Depart Time: 12:15 pm</b> <b>Arrive at EAROP: 12:35 pm</b>	<b>Wednesday</b> <b>Depart Time: 12:15 pm</b> <b>Arrive at EAROP: 12:35 pm</b>
--	--

**EAROP to San Lorenzo HS**

<b>Monday, Tuesday, Thursday, Friday</b> <b>Depart Time: 3:40 pm</b> <b>Arrive at Arroyo: 4:05 pm</b>	<b>Wednesday</b> <b>Depart Time: 3:40 pm</b> <b>Arrive at Arroyo: 4:05 pm</b>
---	---

**Route 5****MORNING –****Mt. Eden to EAROP**

<b>Monday, Tuesday, Thursday, Friday</b> <b>Depart Time: 8:00am</b> <b>Arrive at EAROP: 8:20am</b>	<b>Wednesday</b> <b>Depart Time: 8:25am</b> <b>Arrive at EAROP: 8:45am</b>
--	--

**EAROP to Mt. Eden**

<b>Monday, Tuesday, Friday</b> <b>Depart Time: 11:30am</b> <b>Arrive at MTE: 11:55am</b>	<b>Wednesday</b> <b>Depart Time: 11:50am</b> <b>Arrive at MTE: 12:15pm</b>	<b>Thursday</b> <b>Depart Time: 10:00am</b> <b>Arrive at MTE: 10:15am</b>
--	--	---

**EAROP to Mt. Eden**

<b>Monday, Tuesday, Wednesday, Thursday, Friday</b> <b>Depart Time: 3:40pm</b> <b>Arrive at MTE: 4:05pm</b>
---

**AFTERNOON –****Brenkwitz HS and Mt. Eden HS to EAROP**

<b>Monday, Tuesday, Thursday, Friday</b> <b>Depart Time: 12:15pm BHS and 12:20 MEHS</b> <b>Arrive at EAROP: 12:40pm</b>	<b>Wednesday</b> <b>Depart Time: 12:45 pm BHS &amp; 12:55 MEHS</b> <b>Arrive at EAROP: 1:00pm</b>
---	---

**EAROP to Brenkwitz HS and Mt. Eden HS****Monday, Tuesday, Wednesday, Thursday, Friday****Depart Time: 3:40****Arrive at MEHS: 3:50 BHS: 4:10****Route 6****MORNING—****Hayward HS and Tennyson HS to EAROP****Monday, Tuesday, Thursday, Friday****Depart Time: 7:45am HHS, 8:00 THS****Arrive at EAROP: 8:20 am****Wednesday****Depart Time: 8:10am HHS, 8:25 THS****Arrive at EAROP: 8:45am****EAROP to Hayward HS and Tennyson HS****Monday, Tuesday, Friday****Depart Time: 11:30am****Arrive at THS 11:40, HHS 11:55 am****Wednesday****Depart Time: 11:50am****Arrive at THS 12:00, HHS 12:15pm****Thursday****Depart Time: 10:00 am****Arrive at THS 10:10 and HHS 10:30 am****AFTERNOON—****Hayward and HS Tennyson HS to EAROP****Monday, Tuesday, Thursday, Friday****Depart Time: 12:10pm HHS, 12:25 THS****Arrive at EAROP: 12:40 pm****Wednesday****Depart Time: 12:55pm HHS, 1:15 THS****Arrive at EAROP: 1:25 pm****EAROP to Hayward High and HS Tennyson HS****Monday, Tuesday, Wednesday, Thursday, Friday****Depart Time: 3:40 pm****Arrive at THS: 3:55 pm HHS: 4:05 pm**

**School Addresses**

<b>Castro Valley High School</b> 19400 Santa Maria Ave. Castro Valley, CA 94576	<b>Redwood High School</b> 18400 Clifton Way Castro Valley, CA 94546
<b>Hayward High School</b> 1633 East Ave. Hayward, CA 94541	<b>Tennyson High School</b> 27035 Whitman St. Hayward, CA 94544
<b>Brenkwitz High School</b> 22100 Princeton St. Hayward, CA 94541	<b>Mt. Eden High School</b> 2300 Panama St. Hayward, CA 94545
<b>Arroyo High School</b> 15701 Lorenzo Ave San Lorenzo, CA 94580	<b>Royal Sunset High School</b> 20450 Royal Ave. San Lorenzo, CA 94580
<b>San Leandro High School</b> 2200 Bancroft Ave. San Leandro, CA 94577	<b>Lincoln High School</b> 2600 Teagarden St. San Leandro, CA 94577
<b>San Lorenzo High School</b> 50 E. Lewelling Blvd. San Lorenzo, CA 94580	<b>Eden Area ROP</b> 26316 Hesperian Blvd Hayward, CA 94545

# EdenAreaROP 2022-2023 HIGH SCHOOL STUDENT CALENDAR

26316 Hesperian Blvd, Hayward, CA • 510.293.2900 • www.edenrop.org

**JULY**

M	T	W	TH	F
				1
*4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
0				

**AUGUST**

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
15				

**SEPTEMBER**

M	T	W	TH	F
			1	2
*5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
21				

**OCTOBER**

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
21				

**NOVEMBER**

M	T	W	TH	F
	1	2	3	4
7	8	9	10	*11
14	15	16	17	18
21	22	23	*24	*25
28	29	30		
16				

**DECEMBER**

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
*26	*27	28	29	30
16				

**JANUARY**

M	T	W	TH	F
*2	3	4	5	6
9	10	11	12	13
*14	17	18	19	20
23	24	25	26	27
30	31			
16				

**FEBRUARY**

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
*20	21	22	23	*24
27	28			
15				

**MARCH**

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
22				

**APRIL**

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
15				

**MAY**

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
*29	30	31		
22				

**JUNE**

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
*19	20	21	22	23
26	27	28	29	30
1				

## IMPORTANT DATES

July 4, 2022	Independence Day*
August 8, 2022	Professional Development
August 9, 2022	Professional Development
August 10, 2022	Teacher Work Day
No 10 month classified	
August 11, 2022	First Day of School
September 5, 2022	Labor Day*
November 11, 2022	Veterans Day*
November 21-25, 2022	Thanksgiving Break
No students, instructors, 10 month classified, 11 month classified & career counselor. November 24-25, Thanksgiving Holiday*	
December 22, 2022	End of 1st Semester
December 23, 2022	Non-instructional Day
No students, instructors, 10 month classified & career counselor	
December 26-January 6	Winter Break
January 16, 2023	Martin Luther King Jr. Day*
February 20-24, 2023	President's Week Break
No students, instructors, 10 month classified & career counselor.	
February 20 (Lincoln's Birthday) & February 24 (President's Day) Holidays*	
March 31, 2023	Cesar Chavez Day*/Prof. Dev
No students	
April 3-7, 2023	Spring Break
No students, instructors, 10 month classified, 11 month classified & career counselor	
May 29, 2023	Memorial Day*
June 1, 2023	Last Day of School
June 2, 2023	Teacher Work Day
No students & 10 month classified	
June 19, 2023	Juneteenth*
*Holiday	

## DISTRICTS' FIRST DAY OF CLASS

August 9, 2022	Castro Valley USD
August 18, 2022	Hayward USD
August 17, 2022	San Leandro USD
August 18, 2022	San Lorenzo USD

## DISTRICTS' LAST DAY OF CLASS

June 2, 2023	Castro Valley USD
June 9, 2023	Hayward USD
June 8, 2023	San Leandro USD
June 7, 2023	San Lorenzo USD

## NUMBER OF INSTRUCTIONAL DAYS

180 days of instruction  
Number of instructional days in a month are in the shaded gray boxes.

## EMPLOYEE WORK CALENDAR

August 8, 2022-June 2, 2023	10 Month Certificated
July 29, 2022-June 8, 2023	Career Counselor
August 8, 2022-June 1, 2023	10 Month Classified
August 1, 2022-June 29, 2023	11 Month Classified
July 1, 2022-June 30, 2023	12 Month Classified

Accredited by the Western Association of Schools and Colleges  
Governing Board Approval: June 16, 2022