



# **Solana Beach School District**

## **TRANSPORTATION FOR SPECIAL EDUCATION STUDENTS**

### **Bid No. 2019-02-A**

**Contact:** Lisa Davis, Assistant Superintendent, Business Services

**Mailing Address:** Solana Beach School District  
309 N. Rios Avenue  
Solana Beach, CA 92075

**Bid Opening:** Friday, July 19, 2019 at 11:00 AM, PST  
Solana Beach School District  
District Office Conference Room  
309 N. Rios Avenue  
Solana Beach, CA 92075

## **TABLE OF CONTENTS**

- I. Notice Calling for Bids
- II. Objective
- III. Information for Bidders
- IV. Bid Specification Requirements
- V. Bid Form and Renewal Clause\*
- VI. Non-collusion Declaration\*
- VII. Information Required of Bidder\*
- VIII. Other Required Documents
  - a. Drug-Free Workplace Certification\*
  - b. Certification by Contractor Criminal Records Check\*
  - c. Contractor Information Form\*
  - d. Tobacco Use Policy\*
  - e. Conflict of Interest\*
  - f. Workers' Compensation Certificate\*
  - g. Insurance Requirements\*\*
    - i. General Liability, Automotive, Molestation and Workman's Compensation
  - h. W-9 Form\*\*
  - i. SPAB Bus Inspection Report\*\*
- IX. Professional Service Agreement\*\*

\* Must be completed and submitted with bid – No exceptions.

\*\* Will be executed by successful bidder after award of bid.

**I. NOTICE CALLING FOR BIDS**

District: Solana Beach School District

Place of Bid Receipt: Business Services Department  
Solana Beach School District  
309 N. Rios Avenue  
Solana Beach, CA 92075

NOTICE IS HEREBY GIVEN that Solana Beach School District, acting by and through its Board of Trustees, hereinafter referred to as the "District," will receive up to, but not later than, **July 19, 2019 at 11:00 AM, PST**, sealed bids at the place identified above for the award of a contract for **Bid No. 2019-02-A Transportation Services for Special Education Students**.

Bidders may obtain a copy of the Bid Documents from the Business Services Department, Solana Beach School District, 309 N. Rios Avenue, Solana Beach, CA 92075, at no charge. Bid Documents are also available on the District website at <https://www.sbsd.net>

All Bidder requests for information and/or clarification regarding the Bid documents shall be submitted via e-mail to Lisa Davis, at [lisadavis@sbsd.net](mailto:lisadavis@sbsd.net). All requests must be submitted no later than **July 12, 2019, 12:00 PM, PST**. Any requests made after such date shall not be responded to.

Bids shall be received in the place identified above and shall be opened at the above-stated time and place.

Each bid must conform and be responsive to the bid documents.

No bidder may withdraw any bid for a period of 60 (sixty) calendar days after the date set for the opening of this bid.

District reserves the right to reject any or all bids or waive any irregularities or informalities in any bids or in the bidding. In the event of identical bids, the Governing Board may determine by lot which bid shall be accepted per Public Contract Code 20117.

Debra H. Schade  
Clerk of the Governing Board  
Solana Beach School District

Publication Dates: June 28, 2019 and July 5, 2019

## **II. OBJECTIVE**

The overall objective of this Bid is to provide Contractors the opportunity to bid a unit price for Transportation for Special Education Students, which will allow the District to secure competitive pricing with a pre-determined Contractor(s), which enables the purchasing process to be completed in a timely manner.

This bid is for Individualized Home-to-School/School-to-Home Transportation Service. The District anticipates that **5-15** vehicles will need to be available to perform these services. The District shall furnish to the Contractor a list of students to be transported, the pickup addresses, phone numbers and school of attendance. This list may also include their handicaps and the opening and closing times of their school/class. The District shall supply changes or additions to the list of students to be transported to the Contractor, and the Contractor shall implement them within five (5) school days of notification. Every effort is to be made by the Contractor to obtain maximum vehicle utilization and least cost routing insofar as feasibility permits within the terms of the agreement. These services will be used on an “as needed” basis.

### **ROUTE REQUIREMENTS:**

- Students are to be delivered to schools of attendance not more than fifteen (15) minutes prior to class commencement time, but in time for classes. Students are not to be kept waiting more than ten (10) minutes after class dismissal time.
- The maximum time any student can be in transit one way shall be one (1) hour unless otherwise authorized by the District.
- No more than one (1) wheelchair student will be transported in a vehicle at one time, unless that vehicle is a fully certified school bus with wheelchair tie down provisions which fully confirm to all Federal, State and Local laws, codes and regulations. Contractor may expect that all wheelchair students are capable of traveling in a normal passenger seat and the wheelchairs are collapsible.
- Unless specifically authorized by the District, students shall be transported with other age-appropriate students and shall not be transferred to other buses or vehicles enroute to their destination.
- The student’s IEP will dictate whether the use of an Aide during transportation is required. The District will provide Aides.
- It shall be the responsibility of the driver to ensure that all passengers are properly belted at all times when vehicle is in motion.

Contractors will be paid for each trip according to the rates awarded. The District will not be charged “over hours” for any delays due to Contractor’s equipment failure or driver performance.

### **III. INFORMATION FOR BIDDERS**

WARNING: READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

District is used in these documents to mean the Board of Trustees of the Solana Beach School District and the area under the Board's jurisdiction.

- A. **PREPARATION OF BID FORMS.** The District invites sealed bids on the form attached to be submitted at the time and place stated in the Notice to Bidders - Invitation for Bids. Bids shall be submitted on the prescribed Bid Forms, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by the signature of the Bidder.
- B. **FORM AND DELIVERY OF BIDS.** The bid must be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be closed in a sealed envelope, addressed and hand delivered or mailed to the District at: **Solana Beach School District, Business Services Department, 309 N. Rios Avenue, Solana Beach, CA 92075** and must be received at that office on or before the bid deadline (Public Contract code Section 20112). **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud. However, if prequalification of bidders is required pursuant to Public Contract code Section 20111.5 only those sealed bids received from prequalified bidders shall be opened and publicly read aloud.
1. The Bidder's name and Bid No. shall also appear on the outside of the envelope.
  2. One (1) copy of the Bid Forms must be submitted to the Business Services Department. Be sure that your company name appears on each page of the Bid documents.
- C. **NAME AND NATURE OF BIDDER'S LEGAL ENTITY.** The Bidder shall specify in the bid the name and nature of its legal entity and any fictitious name(s) under which it does any business. The bid shall be signed under the correct firm name by an authorized officer or person.

The successful Bidder may be required to furnish a letter of organization listing the firm's members, officers of corporation, and those persons authorized to sign legal documents. Should a change be contemplated in the name or nature of the Bidder's legal entity, the Bidder

shall immediately notify the District's Business Services Department in order that proper steps may be taken to have the change(s) reflected on the contract or purchase order.

- D. **MODIFICATIONS.** Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the District may result in the District's rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.
- E. **ERASURES, INCONSISTENT OR ILLEGIBLE BIDS.** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that District determines that any bid is unintelligible, illegible or ambiguous, the District may reject such bid as being nonresponsive.
- F. **WITHDRAWAL OF BIDS.** Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of **sixty (60)** calendar days after the date set for the opening of bids.
- G. **INTERPRETATION OF DOCUMENTS.** If any bidder is in doubt as to the true meaning of any part of the Bid Documents or finds discrepancies in or omissions from the Bid Documents, a written request for an interpretation or correction thereof may be submitted to the District. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Bid Documents will be made solely at District's discretion and only by written addendum duly issued by the District, and a copy of such addendum will be hand delivered or mailed or faxed to each bidder known to have received a set of the Bid Documents. No person is authorized to make any oral interpretation of any provision in the Bid Documents, nor shall any oral interpretation of Bid Documents be binding on the District. If there are discrepancies of any kind in the Bid Documents, the interpretation of the District shall prevail. **SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS; AND THAT BIDDER AGREES THAT THE WORK CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES AND SCHEDULE(S) TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE DISTRICT'S TIMELINES AND SCHEDULE(S) FOR COMPLETION OF THE WORK.**

H. **AWARD OF CONTRACTS.** The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the contract, if made by the District, will be by action of the Board of Trustees and to the lowest responsive and responsible bidder. If two identical low bids are received from responsive and responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within **five (5)** working days after the notice of award of the contract to bidder, the District may award the contract to the next lowest responsive and responsible bidder or reject all bidders.

1. District does NOT guarantee that all items shown on this bid will be commissioned. The right is reserved to increase additional quantities at the bid prices during the period this bid is valid. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of District.
2. It is the intention of District to award a contract as determined to be in the best interest of District. The right is reserved to reject any or all quotations to waive any informality in bids, and to accept or reject any item thereon. Award shall be based on price as contained in the specifications.

I. **ESTIMATED EXPENDITURE.** Total expenditures under this bid are estimated to be between **\$350,000 to \$500,000 annually**. No guarantee can be given that this total will be reached or that it will not be exceeded. Contractor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period.

J. **PRICING.** The Contractor shall submit a proposed fee schedule detailing the proposed cost for the transportation services described herein.

As in all bid situations there are both low and high bids with the “low bids” receiving the most favored position in terms of business. Solana Beach School District reserves the right to award the bid as deemed necessary and in best interest of the District. All Bidders are required to quote on each item.

1. At no time shall the prices charged to the District exceed the prices under which the bid was awarded.

K. "NO BID." Any item not included in bid price is to be noted on Bid Form and Agreement as "No Bid."

L. **AMENDMENTS.** Bidders are advised that the District reserves the right to amend the requirements of this Invitation for Bid prior to the date set for opening of bids. Such revisions will be done formally by publishing amendments to all Bidders known to have received a copy of the Invitation for Bid. If in the judgment of the District, the change is of such nature that additional time is required for Bidders to prepare their bids, the District will change the

date of the bid opening and notify all Bidders in writing of the new date. Bidders must acknowledge receipt of amendments to an Invitation for Bid.

- M. **BID VALIDITY.** Bids are to be valid and in force for 60 days after opening.
- N. **PUBLIC INFORMATION.** All materials received by District in response to this Invitation for Bids shall be made available to the public. If any part of a Bidder's materials is proprietary or confidential, the Bidder must identify and so state. Any Bidder information used to aid in bid selection must not be restricted from the public.
- O. **BID COSTS.** District will not pay the Bidder or agents for any costs incurred by the Bidder in the preparation, presentation, demonstration or negotiation of this bid.
- P. **RENEWAL OPTION.** The term of this base contract is for 10 months with four (4) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed five years under Education Code 39803.
- Q. **NON-CONFORMANCE.** When any Bidder shall deliver any service, which does not conform to the specifications or when services are unduly delayed, District may, at its option, annul and set aside the contract entered into with said Bidder, either in whole or in part, and make and enter into a new contract in accordance with the law for furnishing such services so agreed to be furnished. Any additional cost or expense incurred by reason of the failure of the Bidder, as above stated, shall be paid by the original Bidder and his sureties, if any.
- R. **SIGNATURE.** The Bid Form and Agreement and all required documents and certifications must be signed in the name of the Bidder and must bear the signature of the person or persons duly authorized to sign the bid. If Bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. In the event the Bidder is a joint venture or partnership, there shall be submitted with the Bid certifications, signed by authorized officers, of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership, and, should the joint venture or partnership be the successful Bidder, who shall act in all matters relative to the contract resulting therefore for the joint venture or partnership. If the bidder is an individual his/her signature shall be placed on such documents.
- S. **EXAMINATION OF CONTRACT DOCUMENTS.** At its own expense and prior to submitting its Bid, each Bidder shall examine the Contract Documents; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the Bid, and determine the character, qualities and quantities specified. The submission of a Bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Information for Bidders.



- T. STATUS OF BIDDER. Bidder is and shall at all times be deemed to be an Independent Contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between District and Bidder or any of Bidder's agents or employees. Bidder assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Bidder, its agents and employees shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees.

(Remainder of this page left intentionally blank)

#### **IV. BID SPECIFICATION REQUIREMENTS**

**TERM OF CONTRACT** - The initial term of this agreement will be for 10 months, with four (4) one-year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 60 months.

**SCOPE OF CONTRACT** – The Contractor shall furnish, operate, and maintain one or more appropriate vehicles for the transportation of pupils and other persons at such times and places as may be specified by the District. Such transportation may be either within or without the District Boundaries and on any day or days during the term of the contract. The services include, but are not limited, to transportation to and from home for all bell schedules, including the transportation of ambulatory and non-ambulatory students with physical, mental or emotional disabilities. Transportation may also be needed for field trips or other destinations as required.

**PRICES** – All prices must remain firm for the initial term of the contract.

**AWARD CRITERIA** – If an award is made on this Bid, the Contract will be according to the authority granted the District under California Law (e.g., the Public Contract Code, Education Code, and Government Code). Ordinarily contracts are awarded to the lowest responsive and responsible bidder. However, certain statutes, such as Education Code 39802, authorize award for certain Contracts other than the lowest responsive and responsible Bidder, at the discretion of the District. In making the award, the District will consider the price as well as several factors, including but not limited to:

1. Contractor’s experience in special education passenger vehicle operations, to include the transportation of ambulatory and non-ambulatory students and students with physical, mental or emotional disabilities – a minimum of three (3) years will be required.
2. Contractor’s financial responsibility and capability.
3. Contractor’s training specific to different types of disabilities.
4. Type, age and condition of vehicles to be used in performance of the Contract, including capabilities such as cameras, routing systems, and GPS.
5. Proof of drug testing.
6. Adequate insurance coverage, as required herein.
7. Assurance that the Contractor will be in effective operation by the starting date of the Contract.
8. References

The District reserves the right to award in accordance with the fullest authority granted it under State Law.

As in all bid situations there are both low and high bids with the “low bids” receiving the most favored position in terms of business.

All bidders must provide pricing and information for items as noted on the Bid Form. Bidders may **NOT** arbitrarily make changes or additions to this Bid Form. The bids will be evaluated by the weight factor given each bid criteria. The District reserves the right to reject any or all bids, or to waive any irregularities in the bids or in the bidding process.

**PERMITS AND LICENSES** – Contractors, their employees, and agents shall secure and maintain valid permits and licenses that are required by all County, State, Federal and local laws for the execution of this contract. Contractors shall certify to the District that they meet all requirements of the California Department of Transportation, the California Department of Education, and the California Public Utilities Commission, including but not limited to Drive Training Procedures, Driver records, Vehicle Maintenance Procedures, Vehicle Maintenance records, accident reports, and any other law, rule, regulation, or procedure of the Federal or State Governments pertaining to the transportation of children/students.

**INVOICE/BILLING** – Invoice(s) will be honored only through the following procedures and are to be submitted no later than the 10<sup>th</sup> working day following the previous calendar month of service.

**INSPECTION REPORTS** – It is agreed that upon starting date of the contract the Contractor must furnish the District proof in the form of school bus inspection reports or SPAB reports that all school buses and coaches used to transport students have been inspected by the California Highway Patrol and meet all rules and regulations of the California Vehicle Code, California Education Code, and the California Department of Education for school buses, if applicable. All students must be seated as provided for in the Education Code. Documentation will be submitted to the District Office.

Contractor agrees to maintain a satisfactory rating with Motor Carrier of California Highway Patrol. Failure to maintain this rating shall be justification for immediate exclusion from the contract. Contractor must furnish proof of this rating with submission of bid documents.

**ACCIDENT PROCEDURES** – In case of an accident, it shall be the responsibility of the Contractor to first notify the California Highway Patrol and second, notify the Special Education Department at (858) 755-7100 Ext. 7124. Within twenty-four hours after the accident, the Contractor shall furnish a written report of the accident to the Director of Special Education, 309 N. Rios Avenue, Solana Beach, CA 92075.

**SCHOOL PUPIL ACTIVITY BUS AND DRIVER REGULATIONS (SPAB)** – All drivers are to be fully certified school bus or SPA operators with the necessary license and credentials. When the District requires this type of bus and driver, the District retains the right to inspect both driver

and buses to insure these requirements are met before leaving the school.

All buses being used under this bid are to be certified school or SPAB buses. All school and SPAB buses must be manufactured after April 1, 1985.

Awarded Contractor shall submit a list of all SPAB qualified drivers including name, driver's license number and length of employment. Contractor shall submit a list of all SPAB buses including year, model and capacity. These lists should be updated and sent to the District Transportation Department on an annual basis.

Awarded Contractor shall at all times during the course and scope of this contract employ on a full-time basis at least one (1) California Department of Education certified bus driving instructor. The instructor shall at all times have his certificate valid and in good standing with the California Department of Education. For the purposes of this contract a delegated behind the wheel trainer does not qualify. The instructor must have unrestricted instructors rating. The instructor may have an equipment limitation rating "1" as the only exception. Bidders shall provide a list of instructors with identification numbers with their bids.

**ANY INFORMATION REQUIRED BY THIS SECTION SHALL BE FURNISHED TO THE DISTRICT UPON REQUEST.**

RETURN OF UNSUITABLE EQUIPMENT – If a driver or vehicle is sent in response to a call and said driver or vehicle is not approved or certified, the driver and vehicle will be refused and returned. Other arrangements will be made and charged to the Contractor plus an additional fifty dollars (\$50.00) per incident to cover fixed and liquidated damages.

DISTRICT'S RIGHT TO CHOOSE SUITABLE TRANSPORTATION – The District shall be the sole judge as to the requirements needed by its schools, its students and its employees in requesting transportation. Contractor shall have available for use wheel chair accessible vehicles and car seats available and pursuant to vehicle code regulations.

CONDUCT OF EMPLOYEES – Contractors shall be fully responsible for any damage to District property caused by their employees. Repairs or replacement, at the option of the District, may be made by the Contractors or by the District and charged to the Contractors.

ASSIGNMENTS OR SUBCONTRACTING – The Contractor shall not assign, transfer, or subcontract any of its rights, burdens, duties, or obligations without the written consent of the District.

INDEPENDENT CONTRACTOR – While engaged in carrying out and complying with the terms and conditions of the contract, the Contractor, and all of its officers, agents, and employees, are acting as independent contractors and not an officer, agent, or employee of the District.

UNSCHEDULED SCHOOL CLOSING – The District shall not be obligated to accept or pay for any services of the Contractor on those days when the schools of the District are closed to insure the health or safety of the pupils or for any other lawful reason.

**VEHICLES** – Contractor will be required to operate vehicles in compliance with all applicable rules and regulations, including but not limited to speed of travel.

**UTILIZE CARE AROUND SCHOOLS AND CHILDREN** – Contractors acknowledge that the work to be performed under these contracts will be done in schools and around children. Contractors shall advise all employees to use care, respect and discretion when working in these surroundings.

**TAX INCLUDED** – All sales, use or other taxes, (if any) are the responsibility of the Contractors. The proposal price is “final price” with no “add-ons” permitted.

**EXPERIENCE FACTOR** – Contractors are to have at least three (3) years of successful experience in projects similar in size and scope to the requirements of this Bid. All work is to be performed by trained and licensed personnel fully experienced in performing the work required by these specifications.

**CONTRACTOR’S PERSONNEL** – All personnel assigned to perform under this contract shall be subject to continuous approval by the District and by the Contractor at their discretion.

All drivers shall have proper licenses, permits and certificates as required by applicable statutory or administrative codes. Drivers shall be neat in appearance, in good health and of the highest moral character. Drivers shall be forbidden to smoke within the parameters of the transportation vehicle and shall be prohibited from smoking around students or on any school District property. The District shall have the right to reject any driver and shall notify the Contractor in writing.

**SAFETY PROGRAM** – Contractors shall provide regular and continuous formal safety instruction for all operating personnel assigned to these contracts.

**HEALTH AND SAFETY** – The Contractor shall require that all drivers and other individuals who may come in contact with a pupil provide verification of having been tested for tuberculosis and cleared to work with minors, as evidenced by a state licensed medical doctor’s signature. The Contractor shall keep a copy of said information in the driver information file.

**DRUG FREE** – The Contractor shall perform pre-employment, random drug testing on all drivers involved in transporting pupils and other persons for the District. Post-accident drug testing will be performed in a manner consistent with school District transportation guidelines.

The Contractor agrees to notify all drivers and other individuals who may come into contact with a pupil about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a pupil. The Contractor shall provide training regarding universal health care precautions and post required notices in areas designated by the California Health and Safety Code.

**RECORD KEEPING AND ACCIDENT REPORTS** – Contractor will be required to provide records deemed necessary by the District, which shall include but not be limited to certified vehicle

inspection reports, mileage reports, student pick up and drop off information, and accident reports. The awardee will be required to notify District on a daily basis regarding any student who is scheduled for services and fails to appear, any changes or requests made by parents, and any changes to the route, such as times or destinations. This notification service shall continue until the District cancels service for that student.

Contractor shall immediately report to the District all accidents involving the Contractor's equipment or personnel while transporting District personnel and/or students.

**Special Education Department Daytime number: (858)-794-7100 Ext. 7124**

DEFAULT BY CONTRACTORS – The District shall hold Contractor responsible for any damages that may be sustained because of failure or neglect of the Contractor to comply with any terms or conditions herein.

INSURANCE – The Contractor shall maintain General Liability, Automobile Liability, bodily Injury and Property Damage Insurance for not less than \$5,000,000, naming the District as an additional insured and certificate holder.

**Insurance and Workers' Compensation - The Contractor/Proposer shall submit with their Proposal evidence that they can obtain insurance prior to Contract award.**

Contractors shall maintain insurance coverage in the amounts set forth below during the contract period. Not less than fifteen (15) days before new or renewed coverage is required, Contractors shall furnish certificates of insurance for each policy on liability coverage, excess insurance and worker's compensation coverage. Certificates shall provide that a thirty (30) days' prior Notice of Cancellation will be given the District.

**The following coverages are required: Notify your insurance company that the wording in Section E below must be included in the Descriptions of Operations section of the Certificate of Liability Insurance form.**

The Certificate of Liability (Accord 25 or similar form) is to be issued by Contractor's insurance company. **Solana Beach School District** is to be named as **Additional Insured and Certificate Holder**.

**Certificate Holder Information:**

Solana Beach School District  
309 N. Rios Avenue  
Solana Beach, CA 92075

**\*\*Required Forms:**

Commercial General Liability Insurance – Additional Insured Endorsement

Option #1: Form CG 20 10 11 85

Or

Option #2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04

Either form **must be accompanied** by Form CG 20 37 07 04

Commercial General Liability Incl. Contractual Liability and Broad Form Property Damage	Minimum \$5,000,000 single limit per occurrence for bodily injury, personal injury and property damage, including coverage for contractual liability, personal injury, and independent Contractor.
Sexual Molestation and Abuse Liability	Minimum \$1,000,000 per occurrence.
Automobile Liability	Minimum \$10,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles and contractual liability. Such insurance shall include coverage for persons who occupy the status of passengers, whether being picked up at home, school, or other point designated by the District, and until time as status of passenger is terminated.
Workers' Compensation Liability	Minimum \$1,000,000 per accident in accordance with California Labor Code. In case any of the Contractor's work is sublet (if permitted herein), the Contractor shall require the subcontractor to provide workers' compensation insurance for all the subcontractor's employees engaged in work under the subcontract. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected.

For all insurance coverages provided by Contractor, the following terms apply:

- A. Any deductibles or self-insured retentions shall be declared in writing to the District; District approval is required for any amounts over \$25,000.
- B. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than A unless otherwise approved by the District, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.
- C. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- D. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - 1. To the fullest extent permitted by California law, Contractor agrees to defend, indemnify, save and hold harmless the Solana Beach School District (SBSD), its officers, agents, representatives, employees and the Board of Trustees from any and all claim(s) or damage(s) arising out of its performance of this Agreement; and provides named additional insured endorsements for SBSBD, its officers, agents, representatives, employees and the Board of Trustees. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations 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 the District, its subsidiaries, officials, employees and the Board of Trustees.
  - 2. For any claims related to the Services, the Contractor's insurance coverage shall be primary insurance as respects the District, its subsidiaries, officials, employees and the Board of Trustees. Any insurance or self-insurance maintained by the District, its subsidiaries, officials, employees and the Board of Trustees shall be excess of the Contractor's insurance and shall not contribute with it.
  - 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- E. The "Description of Operations" section must include the following: The Solana Beach School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

The Contractor shall furnish the District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.



FINGERPRINT CERTIFICATION/CRIMINAL RECORDS CHECK – Contractor shall require each employee or driver in a position requiring contact with minor pupils to submit fingerprints consistent with California Education Code 33192, 44237. Contractor shall comply with the requirements of Education Code 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for Contractor’s employees and drivers, prohibiting its employees and drivers from coming in contact with pupils until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the District that none of its employees and drivers who may come in contact with pupils have been convicted of or pleaded nolo contendere to a felony. Nor will any employee and driver who have been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011, or to a felony that would disqualify that employee or driver pursuant to Education Code 44237. Contractor must comply with a complete Fingerprint Certification, contained herein.

TUBERCULOSIS TESTING PURSUANT TO EDUCATION CODE § 49406: In compliance with Education Code § 49406, Contractor shall provide the District with a certificate from an examining physician and surgeon, physician assistant, or nurse practitioner showing that Contractor’s officers, agents, and employees who will provide the services required under this Agreement were examined and found free from infectious tuberculosis. For purposes of this requirement “certificate” means a certificate signed by the examining physician and surgeon licensed under Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code, a physician assistant practicing in compliance with Chapter 7.7 (commencing with Section 3500) of Division 2 of the Business and Professions Code, or a nurse practitioner practicing in compliance with Chapter 6 (commencing with Section 2700) of Division 2 of the Business and Professions Code, or a notice from a public health agency that indicates freedom from infectious tuberculosis.

(Remainder of this page left intentionally blank)

**V. BID FORM**

A. Pursuant to the District's "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Project:           **Transportation for Special Education Students**

Bid No.:           **2019-02-A**

All in strict conformity with the Bid Documents, on file at the office of the Business Services Department of said District.

Please provide an attachment to your bid for any of the following items that require additional information:

1. Similar training and experience and references, at least three.
2. The number of drivers/vehicles in your employ and the types of service you provide.
3. The number of wheelchair accessible vehicles available for use by the District.
4. Number of car seats available for use by the District.
5. Please indicate if you have a GPS tracking system available to locate drivers and vehicles at any given time and if this system will be available for use by the District. Include a complete description of this system and include any extra charge you will assess for this service provision.
6. Provide a description of your emergency notification/calling capability.
7. Will you be able to provide driver consistency?

\_\_\_\_\_      \_\_\_\_\_  
Yes            No

B. REQUESTS FOR TRANSPORTATION WILL BE MADE ONLY BY THE SPECIAL EDUCATION DEPARTMENT and no other departments within the District. If a Contractor honors a run request without the above procedure, the Contractor accepts all responsibilities and the District is in no way obligated to honor the trip or any responsibilities as requested.

C. **METHOD FOR AWARDING BID** – In consideration of the performance to the terms of the RFP, the bidder/contractor shall provide the following sums. The lowest bidder will be contacted first and sequentially thereafter.

For Daily Home-to-School/School-to-Home Special Education Transportation Service:

<b>Category</b>	<b>One-Way Trip Rate</b>	<b>Round Trip Rate</b>
Ambulatory	\$ _____	\$ _____
Non-Ambulatory	\$ _____	\$ _____

Other Transportation, as required (i.e., fieldtrips):

<b>Category</b>	<b>One-Way Trip Rate</b>	<b>Round Trip Rate</b>
Ambulatory	\$ _____	\$ _____
Non-Ambulatory	\$ _____	\$ _____

The undersigned hereby proposes and agrees to services in accordance with the terms, conditions, specifications and prices herein quoted.

Corporate Seal  
(if a corporation)

\_\_\_\_\_  
Proper name of Individual, Company or Corporation

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type or Print Signer's Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

**SOLANA BEACH SCHOOL DISTRICT**  
Renewal Clause

If mutually agreeable, the Solana Beach School District reserves the right to consider the extension of this contract for a one, two, three or four-year period. Time of such extension is to begin the day after the end of the initial term of this contract and will end a full one, two, three or four calendar years thereafter. In addition, the District reserves the right to further extend this contract to the full extent allowed by law. Factors that would influence the District in exercising this option would be satisfactory service being rendered by the holder of the contract and any increase in price caused by such extension to be a nominal amount and not excessive as measured by local market conditions. In the award of this bid renewal, the District will consider the amount of the price increase stated by the bidder as a factor and will compute accordingly. A price increase, if exercised, shall be fully justified by Contractor and proved by a test of the market and/or submission of documents.

Bidder to indicate in space provided if it would accept option to renew for the following periods and at what percentage:

Dates	Yes	Max. % Increase
07/01/20 to 06/30/21	_____	3%
07/01/21 to 06/30/22	_____	3%
07/01/22 to 06/30/23	_____	3%
07/01/23 to 06/30/24	_____	3%

By: \_\_\_\_\_  
Signature Company name

\_\_\_\_\_  
Please print signer's name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

**VI. NONCOLLUSION DECLARATION**  
**IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 7106**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

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

\_\_\_\_\_  
Signature

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

**VII. INFORMATION REQUIRED OF BIDDER**

**A. GENERAL INFORMATION.**

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

1. Firm name and address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Telephone: \_\_\_\_\_

3. FAX: \_\_\_\_\_

4. Type of firm: (check one) Individual  Partnership  Corporation   
Joint Venture  Association  Other

5. Names and titles of all local officers of the firm:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Ownership: List all individuals that own 10% or more of the firm.  
1. \_\_\_\_\_ 4. \_\_\_\_\_  
2. \_\_\_\_\_ 5. \_\_\_\_\_  
3. \_\_\_\_\_ 6. \_\_\_\_\_

7. Number of years that the firm has been in business under the present ownership:  
\_\_\_\_\_ years.

8. Have you been in litigation on a question relating to your performance on a contract during the past three years? \_\_\_ If "Yes", explain, and provide case name and number:

---

---

9. Has your firm or any of its principals defaulted so as to cause a loss to a surety? \_\_\_ If the answer is "Yes", give dates, name and address of surety and details.

---

---

---

10. Have you been assessed liquidated damages for any work in the past three years? If "Yes", explain:

---

---

11. Have you ever failed to complete a contract in the last three years? \_\_\_\_ If so, give owner and details:

---

---

12. Do you now or have you ever had any direct or indirect business, financial or other connection with any individual official, employee or consultant of the District, other than Purchase Orders or Contracts? Yes \_\_\_\_ No \_\_\_\_ If "Yes", please explain.

---

---

**B. LIST OF REFERENCES.**

The following information should contain persons or entities familiar with the Bidder's work:

1. Name of Agency: \_\_\_\_\_  
Agency Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

2. Name of Agency: \_\_\_\_\_

Agency Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

3. Name of Agency: \_\_\_\_\_

Agency Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

Contract Amount: \_\_\_\_\_



I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at

\_\_\_\_\_ State of \_\_\_\_\_  
City, County)

\_\_\_\_\_  
(Signature of Officer)

\_\_\_\_\_  
(Typed name of Officer)

**VIII. OTHER REQUIRED DOCUMENTS**

- a. Drug-Free Workplace Certification\***
- b. Certification by Contractor Criminal Records Check\***
- c. Contractor Information Form\***
- d. Tobacco Use Policy\***
- e. Conflict of Interest\***
- f. Workers' Compensation Certificate\***
- g. Insurance Requirements\*\***
  - i. General Liability, Automotive, Molestation and Workman's Compensation**
- h. W-9 Form\*\***
- i. SPAB Bus Inspection Form\*\***

**\*Must be complete and submitted with bid – No exceptions**

**\*\*Will be executed by successful bidder after award of bid, but before contract award is effective**

### **DRUG-FREE WORKPLACE CERTIFICATION**

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

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

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

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

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

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

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

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355,

that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

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

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CERTIFICATION BY CONTRACTOR**  
**CRIMINAL RECORDS CHECK**  
**AB 1610, 1612 and 2102**

To the Board of Trustees of the Solana Beach School District:

I, \_\_\_\_\_ certify that:  
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees will have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections §667.5 and §1192.7. This determination was made by a fingerprint check through the Department of Justice and the Federal Bureau of Investigation.

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

Executed at \_\_\_\_\_, \_\_\_\_\_ on \_\_\_\_\_  
(City) (State) (Date)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK**  
**(EDUCATION CODE §45125.1)**

Education Code §45125.1 provides that if the employees of any entity that has a contract with a school District may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code §1192.7(c) or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The contract shall not permit an employee to come in contact with pupils until both the Department of Justice and the Federal Bureau of Investigation has ascertained that the employee has not been convicted of a violent or serious felony. The Contractor shall certify in writing to the Board of Trustees of the school District that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code §667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code §1192.7 lists the following : “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death

or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**CRIMINAL RECORDS CHECK**

**CONTRACTOR’S EMPLOYEE / VOLUNTEER LIST**

**(INSERT NAMES OF EMPLOYEES OR VOLUNTEERS WHO MAY COME IN CONTACT WITH PUPILS)**

Use additional copies of page as needed

**Name of Contractor:** \_\_\_\_\_

Name of Employee or Volunteer	Position

***IMPORTANT! Changes to the criminal status of anyone listed on this form must be reported immediately to the Director of Special Education 858-794-7124.***



**Solana Beach School District  
Contractor Information Form**

In order to process any type of payment and issue a purchase order, your organization or company information must be added or verified in our system. Please complete this Contractor Information form and return promptly via email to [ldavis@sbsd.net](mailto:ldavis@sbsd.net).

If further assistance is needed, please contact **Lisa Davis** at (858) 794-7100 Ext. 7112.

**PLEASE PRINT OR TYPE**

Company/Organization Name: \_\_\_\_\_

“Doing Business As”: \_\_\_\_\_

Is your Company a Corporation? (If other, please specify) \_\_\_\_\_

Provide One of The Following:

Federal Tax I.D.: \_\_\_\_\_ Employer I.D.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Type of Service: \_\_\_\_\_

**Mailing Address Information: (Correspondence/Contracts/Purchase Orders/Payment Checks)**

<b>Mailing Address</b>	<b>Payment Checks Mailing Address</b> <small>(if different from Mailing Address)</small>
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Attention : _____	Attention: _____

**TOBACCO USE POLICY**

In the interest of public health, the Solana Beach School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Solana Beach School District. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the Bidder agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST**

All Bidders shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE AND DATE

\_\_\_\_\_  
TITLE OF OFFICER

\_\_\_\_\_  
NAME OF COMPANY

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by the District in the last three years? [Yes] [No]. If your answer is "Yes", please provide the following information:
- |    |                                |       |      |
|----|--------------------------------|-------|------|
| a. | Were you a full-time employee? | [Yes] | [No] |
|    | Part-Time employee?            | [Yes] | [No] |
|    | As-Needed employee?            | [Yes] | [No] |
|    | Consultant?                    | [Yes] | [No] |
|    | Or other, please               |       |      |

Explain: \_\_\_\_\_

- b. What were the date(s) of your employment/employment contract/consulting contract?  
\_\_\_\_\_
- c. In which department(s) of District did you work?  
\_\_\_\_\_
- d. Who was/were your Supervisor(s)?  
\_\_\_\_\_
- e. Please describe your job duties and responsibilities for each District position held?  
\_\_\_\_\_
- f. What was your last date of employment?  
\_\_\_\_\_

2. Do any Board of Trustee Member(s) or District employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No]. If the answer is "Yes", please provide the following information:

- a. What is the name of the Board Member(s) or employee(s)?  
\_\_\_\_\_

b. What is his/her position with your company?

\_\_\_\_\_

c. If a Board of Trustee Member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does him/her own?

\_\_\_\_\_

3. Are any of your former employee(s), (Consultants) presently employed by the District? [Yes] [No].  
If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

\_\_\_\_\_

b. What was his/her title at your company?

\_\_\_\_\_

If he/she held more than one position(s) with your company, please provide the title of each positions) held.

\_\_\_\_\_

\_\_\_\_\_

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

\_\_\_\_\_

d. What were the date(s) of his/her employment?

\_\_\_\_\_

I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this declaration was executed on this day \_\_\_\_\_, 20\_\_\_\_; \_\_\_\_\_, \_\_\_\_\_.  
(Month) (Year) (City) (State)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700.

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

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

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

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

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

\_\_\_\_\_  
Name of the Contractor

By:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

### INSURANCE REQUIREMENTS

**The following coverages are required: Notify your insurance company that the wording in Section E below must be included in the Descriptions of Operations section of the Certificate of Liability Insurance form.**

The Certificate of Liability (Accord 25 or similar form) is to be issued by Contractor’s insurance company. **Solana Beach School District** is to be named as **Additional Insured and Certificate Holder**.

**Certificate Holder Information:**

Solana Beach School District  
 309 N. Rios Avenue  
 Solana Beach, CA 92075

**\*\*Required Forms:**

Commercial General Liability Insurance – Additional Insured Endorsement

Option #1: Form CG 20 10 11 85

Or

Option #2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04

Either form **must be accompanied** by Form CG 20 37 07 04

Commercial General Liability Incl. Contractual Liability and Broad Form Property Damage	Minimum \$5,000,000 single limit per occurrence for bodily injury, personal injury and property damage, including coverage for contractual liability, personal injury, and independent Contractor.
Sexual Molestation and Abuse Liability	Minimum \$1,000,000 per occurrence.
Automobile Liability	Minimum \$10,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles and contractual liability. Such insurance shall include coverage for persons who occupy the status of passengers, whether being picked up at home, school, or other point designated by the District, and until time as status of passenger is terminated.
Workers’ Compensation Liability	Minimum \$1,000,000 per accident in accordance with California Labor Code. In case any of the Contractor’s work is sublet (if permitted herein), the Contractor shall require the subcontractor to provide workers’

	compensation insurance for all the subcontractor's employees engaged in work under the subcontract. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected.
--	---

For all insurance coverages provided by Contractor, the following terms apply:

- A. Any deductibles or self-insured retentions shall be declared in writing to the District; District approval is required for any amounts over \$25,000.
- B. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than A unless otherwise approved by the District, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.
- C. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- D. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - 1. Contractor agrees to defend, indemnify, save and hold harmless the Solana Beach School District (SBSD), its officers, agents, representatives, employees and the Board of Trustees; and provides named additional insured endorsements for SBSBD, its officers, agents, representatives, employees and the Board of Trustees. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations 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 the District, its subsidiaries, officials, employees and the Board of Trustees.
  - 2. For any claims related to the Services, the Contractor's insurance coverage shall be primary insurance as respects the District, its subsidiaries, officials, employees and the Board of Trustees. Any insurance or self-insurance maintained by the District, its subsidiaries, officials, employees and the Board of Trustees shall be excess of the Contractor's insurance and shall not contribute with it.
  - 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except

after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

- E. The “Description of Operations” section must include the following: The Solana Beach School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.”

The Contractor shall furnish the District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.



# Certificate of Liability Insurance

**Contractors are not permitted to provide services without a Certificate of Liability Insurance being on file with the Business Services Department.**

**The insurance requirement is a two-page document of the following:**

The Solana Beach School District must be named as additional insured and certificate holder on the Certificate of Liability Insurance form **Acord 25** (Page 1, see attached)

A separate endorsement is required and should include your policy number and name the **Solana Beach School District** as an additional insured.

**Blanket endorsements are not acceptable.**

Required Endorsement:

*The Solana Beach School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 07/19/2011

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #:		
INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY RATED CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY			XYZ12450987654	07/19/2011		EACH OCCURRENCE \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR		<input checked="" type="checkbox"/> Y				MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GENL AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS   OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Form **W-9**  
 (Rev. December 2014)  
 Department of the Treasury  
 Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	<b>Capistrano Unified School District          33122 Valle Road          San Juan Capistrano, CA 92675LED BULL</b>
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-						
	-		-							
<b>or</b>										
<b>Employer identification number</b>										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> </tr> </table>										

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Solana Beach School District  
 Transportation Department**

**SPAB Bus Inspection Report**

Required Information	Verification
<b>Charter Company (Contract Carrier)</b>	
<b>Bus Number</b>	
<b>Driver Name</b>	
<b>Bus SPAB Certificate Expiration</b>	
<b>Driver SPAB Certificate Expiration</b>	
<b>Medical</b>	
<b>Driver License w/Expiration Date</b>	
<b>Available Hours for Trip</b>	
<b>Proof of last 7 days hours ***</b>	

<b>Verified by</b>	<b>Date</b>	<b>Time</b>
--------------------	-------------	-------------

\*\*\* If the driver does not have sufficient hours available to complete this trip as required by California Code of Regulations (Title 13-1212) an explanation is required:

Explanation:

---



---

Contractor Bus Driver Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **IX. PROFESSIONAL SERVICE AGREEMENT**

This PROFESSIONAL Service Agreement (“AGREEMENT”) made and entered into this date of \_\_\_\_\_ by and between Solana Beach School District (“DISTRICT”) and \_\_\_\_\_ (“CONTRACTOR”). WITNESSED, the parties hereby agree to perform services as follows:

**SCOPE OF SERVICES:** CONTRACTOR is fully licensed to provide such services in conformity with the Laws of the State of California; and CONTRACTOR shall provide to the DISTRICT the services set forth in Request for Bids **No. 2019-02-A** which is attached hereto and incorporated herein by reference as Exhibit “A”. Any discrepancies or inconsistencies between this AGREEMENT and Exhibit “A” shall be interpreted and governed by the terms and conditions of this AGREEMENT. The work will be performed under the direction of the Director of Special Education Services, for the DISTRICT. The terms of this AGREEMENT shall be controlling in the event any of the terms hereof shall be in conflict with any of the term in Exhibit “A”.

**PERMITS AND LICENSES OF THE CONTRACTOR:** their employees and agents shall secure and maintain valid permits and licenses that are required by law for the execution of this AGREEMENT.

**ASSIGNMENT OF AGREEMENT:** The CONTRACTOR shall not assign, transfer or subcontract any of its rights, burdens, duties or obligations under this AGREEMENT without prior written permission of the DISTRICT. This includes a whole or partial purchase of the CONTRACTOR by another party.

**FAILURE TO PERFORM:** It is agreed by the parties that time is of the essence in the performant of services to be provided by the CONTRACTOR. In the event that the CONTRACTOR shall fail or refuse to perform or do any act herein provided, such failure to perform shall entitle the DISTRICT to secure such services from any source deemed appropriate by the DISTRICT. If the cost of such substitution services is greater than the cost of the services which were to have been provided by the CONTRACTOR, the excess cost shall be charged to and collected from the CONTRACTOR. The DISTRICT also reserves the right to collect from the CONTRACTOR such other additional damages as may flow from the CONTRACTOR’s failure or refusal to perform.

**TERMINATION OF AGREEMENT:** If the CONTRACTOR refuses or fails to perform services as required to provide the DISTRICT with efficient, safe and economical transportation services, or any severable part thereof, including furnishing adequate equipment and properly trained personnel, or if the CONTRACTOR should be adjudged as bankrupt, or if the CONTRACTOR should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of the CONTRACTOR’s insolvency, or if the CONTRACTOR should repeatedly or persistently refuse or fail to provide equipment and personnel in quantities required to provide transportation services as herein specified, or the CONTRACTOR persistently disregards laws, ordinances or instructions of the DISTRICT or is otherwise guilty of

a substantial violation of this AGREEMENT, then the DISTRICT may, without prejudice to any other right or remedy, serve written notification upon the CONTRACTOR of intention to terminate this AGREEMENT. Such notice shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease and satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the (30) days, cease and terminate. In the event of termination under this paragraph, the DISTRICT shall secure the required services from another transportation contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to, and not in limitation of, any other rights or remedies available to the DISTRICT. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to CONTRACTOR. In the event of a termination without cause, the DISTRICT shall pay CONTRACTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONTRACTOR for Board approved extra services. Any advance payment to CONTRACTOR at the time of termination will be pro-rated at the DISTRICT's discretion based on services completed. Any overpaid amounts will be returned to DISTRICT within ten (10) days. The DISTRICT's termination of the AGREEMENT shall in no way affect CONTRACTOR's obligation to hold harmless and indemnify the DISTRICT in accordance with the Terms and Conditions.

**DEFALUT FOR NON-PERFORMANCE:** The CONTRACTOR shall be considered in default and the AGREEMENT subject to termination if:

The CONTRACTOR furnishes or uses a bus or vehicle which does not conform to requirements of the AGREEMENT;

The CONTRACTOR fails to comply with the requirements of the AGREEMENT;

The CONTRACTOR fails to adhere to student home-to-school, school-to-home schedules;

The CONTRACTOR fails in any way to perform properly the work to be done under the AGREEMENT with the DISTRICT.

**WAIVER:** No waiver of a breach of any provision of this AGREEMENT by the DISTRICT shall constitute a waiver of any other breach of such provision. Failure of the DISTRICT to enforce at any time, or from time to time, any provisions of this AGREEMENT shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

**ATTORNEY FEES:** If either party hereto becomes involved in litigation arising out of this AGREEMENT of the performance thereof, the court in such litigation, or in a separate suite, shall award reasonable costs and expenses, including attorney fees, to the part justly entitled thereto. In awarding attorney fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and

attorney fees paid or incurred in good faith.

**PAYMENTS FOR SERVICES:** Invoice(s) will be honored only through the following procedures and are to be submitted no later than the 10<sup>th</sup> working day following the previous calendar month of service. The CONTRACTOR shall submit invoices in the format required by the DISTRICT for all services provided the prior month under this AGREEMENT. Any additional payments due CONTRACTOR under this AGREEMENT will be presented to the DISTRICT in the form of an invoice along with proper documentation. Payment by the DISTRICT of any invoice shall constitute full and final payment for service rendered for the period covered by the invoice, including any deductions for liquidated damages, unless CONTRACTOR or its assignee files claim for error or omission within thirty (30) days from the date of the payment.

**REVENUE DEDUCTIONS:** In addition to liquidated damages deduction's, shall be made for failure to provide services as required by this AGREEMENT. The formula for the individual deduction is as follows: The number of runs missed on a given day by the bus or vehicle, divided by the number of runs scheduled for that day's route, multiplied by the appropriate daily rate.

The assessment of such deductions shall in no way relieve the CONTRACTOR of their obligation to provide sufficient buses, vehicles or drivers, including spares or substitutes, to perform such service.

**LIQUIDATED DAMAGES:** It is agreed by the CONTRACTOR and the DISTRICT that, from the nature of the services to be rendered, it is impractical and extremely difficult to fix the actual damage to the DISTRICT through failure of the CONTRACTOR to provide any of the services under this AGREEMENT, and, therefore, there shall be assessed a fixed sum of One Hundred and Fifty (\$150) dollars per failure to provide service as liquidated damages. Failure to adhere to any provision of the AGREEMENT shall result in an assessment of One Hundred and Fifty (\$150) dollars per incident as liquidated damages. Such liquidated damages are in addition to revenue deduction and any other remedy available to the DISTRICT.

**PERFORMANCE PERIOD:** The performance period shall be for 10 months, beginning September 1, 2019 and ending June 30, 2020 and quoted prices must remain fixed for this performance period. The parties may negotiate a one-time price increase at the beginning of each renewed performance period, beginning with the Second through Fifth years (2-5). Respondent will implement no change to prices, or interpretations of purchase order terms without the express and advance concurrence and consent of the Assistant Superintendent of Business Services.

**COMPENSATION TO THE CONTRACTOR:** The DISTRICT shall compensate the CONTRACTOR as set forth in Exhibit "A" which is attached hereto and incorporated herein by reference. The total cost for the Special Education Transportation Services portion of this AGREEMENT shall not exceed the rates provided on Exhibit "A". Payment will be processed upon satisfactory completion of the services and receipt of an approved invoice.

Reimbursable expenses do NOT apply to this AGREEMENT.

CONTRACTOR's who do not declare a State of California address may be subject to California tax withholding for all services provided within the State of California. A CA590 or CA587 is required for all Non-resident CONTRACTOR's.

Payments will be processed as invoiced upon satisfactory completion of the services within 30 days of receipt of an approved original invoice.

Invoices must be detailed with services performed and work accomplished during the period invoiced, including number of hours of work performed, the personnel involved and student pick up/drop off.

**ENTIRE AGREEMENT / AMENDMENT / MODIFICATION:** This AGREEMENT contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. Any amendment or modification of this AGREEMENT shall be effective only if it is in writing, signed by both parties and Governing Board Approved, except that the DISTRICT may unilaterally amend this AGREEMENT in writing to accomplish the following changes:

- a) Increase dollar amounts; not as a result of rate changes
- b) Effect administrative changes; and
- c) Effect other changes as required by law.

**NOTICE:** All notices required to be delivered under this AGREEMENT to the other party must be in writing and addressed to the respective party as set forth below or to such other persons as the parties may hereafter designate by written notice to the other party hereto:

TO THE DISTRICT: Solana Beach School District  
309 N. Rios Avenue  
Solana Beach, CA 92075  
Phone: (858) 794-7112  
Attention: Assistant Superintendent, Business Services

TO THE CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INDEPENDENT CONTRACTOR:** CONTRACTOR will provide services under this AGREEMENT as an independent contractor and not as an employee of the DISTRICT. The DISTRICT will not withhold federal or state income tax deductions from payment made to



CONTRACTOR under this AGREEMENT and will not provide CONTRACTOR fringe benefits, including health insurance benefits, sick leave, paid vacation, or any other employee benefit. CONTRACTOR must provide DISTRICT with their Social Security Number or Taxpayer ID number. DISTRICT will provide CONTRACTOR and the Internal Revenue Service with a statement of earnings at the conclusion of each calendar year as required by the IRS.

**INDEMNIFICATION:** To the fullest extent permitted by law CONTRACTOR agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

- a) Worker Compensation and Employer Liability: Any and all claims under Workers Compensation acts and other employee benefit acts with respect to CONTRACTOR's employees or CONTRACTOR's subcontractor's employees arising out of CONTRACTOR's work under this AGREEMENT; and
- b) General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONTRACTOR or the DISTRICT, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the Services, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceeding as a result thereof.

**INSURANCE:** As required by law, CONTRACTOR acknowledges CONTRACTOR's obligation to obtain appropriate insurance coverage in accordance with the requirements listed below for the benefit of the DISTRICT and CONTRACTOR's employees, if any.

- a) The CONTRACTOR shall carry Worker's Compensation and Employers Liability Insurance in accordance with the laws of the State of California.
- b) The CONTRACTOR shall carry Comprehensive General Insurance with limits of not less than Ten Million Dollars (\$10,000,000) and Auto Liability Insurance with limits of not less than Five Million Dollars (\$5,000,000) combined single limit respectively, bodily injury and property damage liability per occurrence and Five Million Dollars (\$5,000,000) aggregate coverage required. Sexual Molestation and Abuse Liability with minimum \$1,000,000 per occurrence.

Each policy of insurance required in Item b above shall by separate endorsement name DISTRICT and its officers, agents and employees as additional named insureds; shall state that, with respect to the operations of CONTRACTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and shall waive all rights of subrogation.

**COMPLIANCE WITH LAW/CONFIDENTIALITY:** CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the Services. CONTRACTOR will not at any time or in any manner, either directly or indirectly, use for the personal benefit of CONTRACTOR, or divulge, disclose, or communicate in any manner any information that is proprietary to the DISTRICT or protected from disclosure by law (such as student records). CONTRACTOR will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this AGREEMENT. Upon termination of the AGREEMENT, CONTRACTOR will return to the DISTRICT all student records, other records, notes, documentation and other items that were used, created, or controlled by CONTRACTOR during the term of this AGREEMENT.

**FINGERPRINTING REQUIREMENTS:** Education Code 45125.1 states that if employees of any CONTRACTOR providing services at a school site might have any contact with any underage pupils (younger than 18 years of age); those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the DISTRICT determines that more than limited contact with students will occur during the performance of these services by CONTRACTOR, CONTRACTOR will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to DISTRICT.

**ANTIDISCRIMINATION:** It is the policy of the DISTRICT that in connection with all work performed under AGREEMENTS, 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, or marital status. The CONTRACTOR agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the CONTRACTOR agrees to require like compliance by any subcontractors employed on the work by such CONTRACTOR. In accordance with Government Code section 12990, the CONTRACTOR shall give written notice of its anti-discrimination obligations to any labor organization with which CONTRACTOR has a collective bargaining or other agreement. CONTRACTOR shall also require any subcontractor it hires to prove written notice of its anti-discrimination obligations to any labor organization with which the subcontractor has a collective bargaining or other agreement.

IN WITNESS THEREOF, the parties hereunto have subscribed to this AGREEMENT, including but not limited to all AGREEMENT documents as listed below:

- Bid Form and Renewal Clause
- Non-Collusion Declaration
- Information Required of Bidder
- Drug-Free Workplace Certification
- Certification by Contractor Criminal Records Check
- Contractor Information Form
- Tobacco Use Policy
- Conflict of Interest
- Workers' Compensation Certificate
- Certificate(s) of Insurance
- W-9 Form
- SPAB Bus Inspection Form
- Purchase Order (to be sent after all signatures and documents are received and board has approved)

CONTRACTOR:

\_\_\_\_\_

DISTRICT:

Solana Beach School District

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

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

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

By \_\_\_\_\_

Lisa Davis

Assistant Superintendent, Business Services

Board Approval Date: \_\_\_\_\_