



Solana Beach School District

TRANSPORTATION FOR STUDENTS RECEIVING SPECIAL EDUCATION SERVICES

Bid No. SBSB-2019-02-C

Contact: Lisa Davis, Assistant Superintendent, Business Services OR
Melissa Hurd, Executive Director Special Education Services

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

Bid Opening: Monday, December 9, 2019 at 11:00 AM, PST
Solana Beach School District
District Office Conference Room
309 N. Rios Avenue
Solana Beach, CA 92075

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* **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
Solana Beach School District
309 N. Rios Ave.
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, **December 9, 2019, 10:00 A.M., PST**, sealed bids at the place identified above for the award of a contract for **Bid No. SBSD-2019-02-C Transportation for Students Receiving Special Education Services**.

Bidders may obtain a copy of the Bid Documents from the Business Services Department, Solana Beach School District, 309 N. Rios Ave., Solana Beach, CA 92075, at no charge. Bid Documents can be requested by emailing lisadavis@sbsd.net and can be found on the District website at <http://www.sbsd.net/>

All Bidder requests for information and/or clarification regarding the Bid documents shall be submitted in writing via e-mail to Melissa Hurd, Executive Director, Special Education, at melissahurd@sbsd.net, or Lisa Davis, Asst. Supt., Business Services, at lisadavis@sbsd.net. All requests must be submitted no later than **November 22, 2019, 12:00 p.m., PST**. Any requests made after such date will 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 sixty (60) 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.

Publication Dates: November 8, 2019 and November 15, 2019

II. OBJECTIVE

The overall objective of this Bid is to provide vendors the opportunity to bid a unit price for Transportation for Students Receiving Special Education Services, which will allow the District to secure competitive pricing with a pre-determined vendor(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 shall furnish to the Contractor a list of students to be transported, the pickup addresses, phone numbers and school of attendance. This list shall also include their handicaps and the opening and closing times of their classes. 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) student who requires a wheelchair 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 students who require a wheelchair 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 students with similar disabilities, and shall not be transferred to other buses or vehicles en-route 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.

Vendors 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.

- 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 Ave., 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 Project Documents, or finds discrepancies in or omissions from the Project 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 Project 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 Project Documents. No person is authorized to make any oral interpretation of any provision in the Project Documents, nor shall any oral interpretation of Project Documents be binding on the District. If there are discrepancies of any kind in the Project 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 PROJECT 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 PROJECT DOCUMENTS; AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE District's TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE DISTRICT'S TIMELINES FOR COMPLETION OF THE PROJECT.**

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 purchase 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 **\$550,000 annually**. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period.

J. **PRICING.** Prices must be stated for the unit items specified hereon. 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. 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. Do not include Sales Taxes in the bid. Sales Taxes will be added at the time of order. The District will only pay State Sales and Use Tax; however, California Use Tax will be paid to out-of-state only when their permit number is shown on both their bid and invoices.
2. The District is exempt from payment of Federal Excise Taxes, and will furnish vendor with a tax Exemption Certificate if requested. **DO NOT INCLUDE ANY FEDERAL EXCISE TAXES IN YOUR BID.**
3. If any new or additional taxes were not in effect at the time of the bid but are in effect prior to delivery of bid items, the District shall pay such taxes.
4. During the period of delivery under a contract resulting from this bid, if the prices of the items decrease, the District shall receive a corresponding decrease in prices

on the balance of the deliveries for as long as the lower prices are in effect. At no time shall the prices charged to the District exceed the prices under which the bid was awarded. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Bidder to any other school District or any other state, county, municipal or local governmental agency in San Diego County or other California Counties for the materials/equipment listed on the bid.

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. This may be done by the following means: This may be done by writing the addenda number(s) on the bid form found under IV. Bid Form, Section A.

M. BID VALIDITY. Bids are to be valid and in force for sixty (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 one (1) year 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 their 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.
- U. PROTESTS. A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Assistant Superintendent of Business Services or designee within four days after the District issues a notice of intent to award a contract and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract. The Assistant Superintendent of Business Services or designee shall review the documents submitted with the bidder's claims and render a decision in writing within thirty (30) working days. The Assistant Superintendent of Business Services or designee may also convene a meeting with the bidder in order to attempt to resolve the problem. The bidder may appeal the Assistant Superintendent of Business Services or designee's decision to the Board. The Assistant Superintendent of Business Services or designee shall provide notice to the bidder of the date and time for Board

consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

IV. BID SPECIFICATION REQUIREMENTS

TERM OF CONTRACT - The initial term of this agreement will be for one (1) year, with four (4) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed sixty (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 and on any day or days during the term of the contract based on availability of equipment. The Vendor will notify the District within one working day of the request if equipment is unavailable.

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

AWARD – 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. 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. Therefore, the District will be prudent in awarding trips to the lowest bidder and, as the need arises, progress to the next low bidder, third low bidder, etc., until all of the bidding contractors are booked, including the high bidder.

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 – Vendors, 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. Vendors 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 10th working day following the previous calendar month of service.

INSPECTION REPORTS – It is agreed that upon starting date of the contract the vendor 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 Purchasing Office.

Vendor 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. Vendor 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 vendor to first notify the California Highway Patrol and second, notify the Special Education Department at (858) 794-7124. Within twenty-four (24) hours after the accident, the vendor shall furnish a written report of the accident to the District.

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 vendor shall submit a list of all SPAB qualified drivers including name, driver's license number and length of employment. Vendor 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 vendor 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 Vendor 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. Vendor shall have available for use wheel chair accessible vehicles and car seats available and pursuant to vehicle code regulations.

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

ASSIGNMENTS OR SUBCONTRACTING – The Vendor 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 Vendor is an independent contractor 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 Vendor 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 – Vendor 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 – Vendors acknowledge that the work to be performed under these contracts will be done in schools and around children. Vendors 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 Vendors. The proposal price is “final price” with no “add-ons” permitted.

EXPERIENCE FACTOR – Vendors 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 Vendor 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 Vendor in writing.

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

HEALTH AND SAFETY – The Vendor 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 Vendor shall keep a copy of said information in the driver information file.

DRUG FREE – The Vendor 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 the District transportation guidelines.

The Vendor 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 Vendor 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 – Vendor will be required to provide records deemed necessary by the District, which shall include but not be limited to 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.

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

Special Education Department number: (858) 794-7124

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

INSURANCE – The Vendor 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 Vendor/Proposer shall submit with their Proposal evidence that they can obtain insurance prior to Contract award.

Vendors 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, Vendors 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 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**.

****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 \$5,000,000 minimum limit per occurrence
incl. Contractual Liab., and \$10,000,000 minimum general aggregate
Broad Form Property Damage

Sexual Molestation and Abuse Liability \$1,000,000 minimum limit per occurrence

Automobile Liability: \$5,000,000 minimum limit per occurrence

Workers' Compensation: As required by the California Labor Code
Employers' Liability: \$1,000,000 minimum limit

For all insurance coverages provided by Vendor, 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. Vendor agrees to defend, indemnify, save and hold harmless the District, its officers, agents, representatives, employees and the Board of Trustees; and provides named additional insured endorsements for District, 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 Vendor; products and completed operations of the Vendor; premises owned, occupied or used by the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor. 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 Vendor'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 Vendor'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 Vendor 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 – Vendor shall require each employee or driver in a position requiring contact with minor pupils to submit fingerprints consistent with California Education Code 33192, 44237. Vendor shall comply with the requirements of Education Code 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for Vendor'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. Vendor must comply with a complete Fingerprint Certification, contained herein.

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 Students receiving Special Education Services**

Bid No.: **Bid No. SBSB-2019-02-C**

all in strict conformity with the Project Documents, including Addenda Nos. _____, _____, _____ and _____, 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. 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 TRANSPORTATION DEPARTMENT OF THE DISTRICT and no other departments

within the District. If a vendor honors a run request without the above procedure, the vendor 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 - Award(s) will be based on per mile rate. The lowest bidder will be contacted first and sequentially thereafter.

Charge Per Mile For:

Four Door Sedan: \$ _____

Van w/ installed seats for not more than 9 passengers: \$ _____

Certified School Bus: \$ _____

The undersigned hereby proposes and agrees to furnish, and deliver the goods and services in accordance with the terms, conditions, specifications and pries 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

Renewal Clause

If mutually agreeable, the 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 vendor 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	_____	2%
07/01/21 to 06/30/22	_____	2%
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 project 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 this _____ day of _____, 20____, at _____ State of _____

City, County)

(Signature of Officer)

(Typed name of Officer)

VIII. OTHER REQUIRED DOCUMENTS

- **Drug-Free Workplace Certification***
- **Certification by Contractor Criminal Records Check***
- **Tobacco Use Policy***
- **Conflict of Interest***
- **Workers' Compensation Certificate***
- **Certificates of Liability Insurance****
 - Requirements, Accord 25 and 2nd page Additional Insured Endorsement with "Sample"
- **W-9 Form****
- **Vendor Form****
- **SPAB Bus Inspection Form****
- **Agreement****

***Must be completed 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 Solana Beach School District:

I, _____ certify that:
(Name of Vendor)

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 **OR** will not 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
_____ (Date) (City) (State)

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 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 Vendor: _____

Name of Employee or Volunteer	Position

IMPORTANT! Changes to the criminal status of anyone listed on this form must be reported immediately to the District.

Vendor 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 Vendor Information form and return promptly via email to lisadavis@sbsd.net. If further assistance is needed, please contact **Lisa Davis** at the email listed above.

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.: _____

(THE COMPANY/ORGANIZATION W-9 FORM NEEDS TO ACCOMPANY THIS VENDOR INFORMATION FORM)

Type of Service: _____

For all Public Works Projects (Pursuant to Labor Code 1725.5 & 1771.1):

Contractor DIR Registration No.: _____ Expiration Date: _____

Contractor License No.: _____ Contractor License Type: _____

Expiration Date: _____

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

Mailing Address	Payment Checks Mailing Address <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 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 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 the 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_____; in the
(Day) (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 Vendor

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 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**.

****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 Liab. and Broad Form Property Damage	\$5,000,000 minimum limit per occurrence \$10,000,000 minimum general aggregate
---	--

Sexual Molestation and Abuse Liability	\$1,000,000 minimum limit per occurrence
---	--

Automobile Liability:	\$5,000,000 minimum limit per occurrence
-----------------------	--

Workers' Compensation: Employers' Liability:	As required by the California Labor Code \$1,000,000 minimum limit
---	---

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

- F. Any deductibles or self-insured retentions shall be declared in writing to the District; District approval is required for any amounts over \$25,000.
- G. 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.
- H. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- I. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1. Vendor agrees to defend, indemnify, save and hold harmless the District, its officers, agents, representatives, employees and the Board of Trustees; and provides named additional insured

endorsements for District, 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 Vendor; products and completed operations of the Vendor; premises owned, occupied or used by the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor. 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 Vendor'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 Vendor'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.
- J. The Description of Operations section must include the following: The 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 Vendor 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

Vendors 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)

The second page is a separate endorsement page (Page 2, see attached) 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.

See the following example.



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:	
INSURED	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

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

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

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶	<i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																													
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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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

Transportation Department

SPAB Bus Inspection Report

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

Verified By **Date** **Time**

*** 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:

IX. AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the Solana Beach School District, San Diego County, California, hereinafter called the District, and _____, hereinafter called the Contractor for Transportation of Students Receiving Special Education Services, Bid No. SBSB-2019-02-C.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **THE CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The Notice to Bidders, the Information to Bidders, the Accepted Bid, the General Specifications, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.
2. **SERVICES, MATERIALS AND SUPPLIES:** The Contractor agrees to furnish the service or services, the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth.
3. **PAYMENTS.** The contractor shall submit an itemized invoice in duplicate of materials and services at the delivery point and at the time the delivery is made. District shall pay contractor the full amount of each invoice within thirty (30) days of receipt. Contractor shall furnish District with a recap of items upon request.
4. **TERMINATION FOR DEFAULT:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

5. TERMINATION OF AGREEMENT WITHOUT CAUSE. DISTRICT may terminate this Agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the DISTRICT.

6. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

7. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.
- b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

8. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract and Bond (if required). The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

9. SAVE HARMLESS CLAUSE: The Contractor must save, keep, bear harmless and fully indemnify said District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by said District or by any of its officers or agents, or articles to be supplied under this contract.

10. THE DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District.

11. REMOVAL OF REJECTED ITEMS: All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

12. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non- performance is not due in part to the fault or neglect of the party not performing.

13. ASSIGNMENT OF CONTRACT: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.

14. ATTORNEYS' FEES: If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.

15. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District or its member districts.

16. INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Specifications. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor.

The contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

17. **CONDITIONAL BID:** The District reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

CONTRACTOR:

DISTRICT:

Solana Beach School District

By: _____

By: _____

Name: _____

Name: Lisa Davis

Title: _____

Title: Asst. Supt. Business Services

Date: _____

Date: _____