TO: ALL RFQ PROPOSERS/RESPONDERS

DATE OF ISSUANCE: June 19, 2019

PROPOSERS/RESPONDERS ARE ADVISED:

The San Francisco Unified School District (“District”) hereby issues this Addendum No. 2 to RFQ No. SPAB-2019, as defined below. This RFQ Addendum No. 2 modifies School Pupil Activity Bus (SPAB) Providers RFQ No. SPAB-2019, as detailed herein.

I. Definitions. The following definitions shall apply to this RFQ Addendum No. 2:


2. Other Terms. Terms used and not defined in this RFQ Addendum No. 2 shall have the same meaning assigned to such terms as in the RFQ.

II. Modifications to the RFQ. The following provisions of the RFQ are hereby amended by this RFQ Addendum No. 2, and supersede the corresponding terms and/or conditions of the RFQ, as set forth in this RFQ Addendum No. 2.

1. Attachment 2 - Contract Template is deleted in its entirety and replaced with the attached Attachment 2 – Master Contract Template.

2. Due to a reduction in the Comprehensive General and Auto Liability Insurance limits set forth in the “new” Master Contract Template, an additional date for responding to the RFQ is added to allow companies to update or re-submit proposals, as needed. The additional date for responding to the RFQ is July 5, 2019, 2:00 P.M. PST.

3. Article IV. PROPOSAL CONTENTS - Section I - Company Information – Item # 2 is modified to remove subsection e. Certificates of Insurance evidencing policy limit requirements (See Section 13 of Attachment 2)

The new language for subsection e. is Amended to read:

The new language for subsection e. is Amended to read:

e. Confirm that the Insurance requirements from Section 17 of the Attachment 2 – Master Contract Agreement will be met if selected to be included on the approved SPAB provider list.

Except as expressly modified by this RFQ Addendum No. 2, all of the terms and conditions of the RFQ remain unchanged and in full force and effect.

Any Responder/Proposer who previously submitted its RFQ proposal to the District on the June 7, 2019 RFQ due date may simply amend or update its proposal and/or update the Bus Rate Worksheet in response to the
modifications made in this RFQ Addendum No. 2, so long as the amended proposal and/or updated Bus Rate Worksheet is received by the additional due date of **July 5, 2019, 2:00 P.M. PST**.

New Responders/Proposers and previous Responders/Proposers who wish to update their Bus Rate Worksheet, or submitted using the old Bus Rate Worksheet, are directed to use the revised Bus Rate Worksheet / Addendum No. 1, posted to the SFUSD website on May 29, 2019.

All new or amended proposals must be submitted in a separate sealed envelope stating the original RFQ No. SPAB-2019 proposal number and additional **July 5, 2019 2:00 P.M. due date**.

As with the original proposal, any updates or amendments received by the District after the new proposal response due date and time will not be considered.
ATTACHMENT 2

MASTER CONTRACT TEMPLATE

MASTER AGREEMENT FOR SCHOOL PUPIL ACTIVITY BUS TRANSPORTATION SERVICES WITH SEAT BELTS
SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND
[CONTRACTOR’S NAME]

This Master Agreement for School Pupil Activity Bus Transportation Services with Seat Belts (“Agreement” or “Contract”) is entered into as of July 1, 2019 between (“Contractor”) and San Francisco Unified School District (“District” or “SFUSD”), for Contractor to provide School Pupil Activity Bus transportation vehicles for District school sites and programs (including with seat belts, when a school or District site specifically requests and/or when the law requires that the dispatched vehicles have seat belts.)

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. TERM AND TERMINATION.

   a. TERM AND TERMINATION. The term of this Agreement shall commence on July 1, 2019 and shall terminate June 30, 2020. After the initial term, the Agreement may be extended for two (2) additional one (1) year terms upon mutual written agreement of both parties. The first “contract year” shall be from July 1, 2019 to June 30, 2020, and any successive “contract year” shall be from July 1 of one year to June 30 of the next successive year.

   b. The Agreement may be terminated by Contractor at any time with 90 days prior written notice. SFUSD may at any time and without cause terminate this Agreement upon 30 days written notice to Contractor. In addition, SFUSD may terminate this Agreement for cause immediately should Contractor fail to perform any part of this Agreement.

2. CONTRACT PRICING.

   a. The rates payable to Contractor are as set forth in the Bus Rate Worksheet, submitted with Contractor’s response to the RFQ.

   b. The prices set forth in the Bus Rate Worksheet, which the District shall pay the Contractor, shall be firm through June 30, 2020. In the event the District exercises its option to extend the Contract beyond that date, Contractor may request a rate adjustment. Any request for rate adjustment shall be made in writing and presented 30 days prior to the anniversary date of each relevant contract year ending date. In no event shall the amount of increase, if granted by the District, exceed two (2) percent annually.

3. VEHICLES & CONTRACTOR’S PERSONNEL.

   a. Vehicles Must Have Seat belts: The Contractor agrees to provide such vehicles with seat belts (“Vehicles”) as may be necessary to lawfully perform the Services and which are SPAB certified or exceed SPAB certification requirements. Contractor agrees to dispatch buses with seat belts
to District schools that request seat belts. The buses will be used by District school sites for both local/short trips and longer distance/overnight trips. The District will distribute an approved list of SPAB providers that have seat belts in buses. District school sites and school programs that need bus transportation will select from the preapproved list of SPAB providers with buses with seat belts. All such Vehicles shall fully comply with all applicable laws and regulations. The Contractor shall be solely responsible for all Vehicles used in transporting students.

b. District May Inspect: The Contractor agrees to permit the District's duly authorized agents to inspect said bus(es) at any reasonable time, during normal business hours, subject to coordination with Contractor relative to location, and the maintenance schedules of the bus(es). The time and place of such inspection shall be as mutually agreed.

c. Condition of Vehicles: Upon arrival for the transportation of District students/staff, bus(es):

   i. Shall be clean and in good working order;
   ii. Shall not have excessively ripped or stained seat cushions;
   iii. Shall have, where applicable, restrooms that are clean, stocked and functioning; and
   iv. Shall have clean, vacuumed/mopped floors with no trash present (e.g., in a storage area or seatback magazine holder);
   v. Bus environment and Contractor staff shall be appropriate for the transport of students;
   vi. Buses shall have seat belts for all passengers, if and when requested by a school or District site.
   vii. Should substitute bus equipment be required, Vendor must ensure equivalency to the required capacity and be able to meet the requirements of the scheduled trip. When and if delays or equipment substitutions are necessary due to mechanical problems of the bus, the Vendor shall make every immediate effort to remedy the situation and communicate the remedy to the trip contact person, as well as to the District's Transportation Department.

d. The Contractor or subcontracted drivers must:

   i. Have all applicable state vehicle permits and licensing.
   ii. Be licensed in accordance with all applicable federal and state regulations and policies. Have a good driving record as verified by the state and other applicable regulatory bodies.
   iii. The Contractor shall verify each driving record upon initiation of service and then every six (6) months thereafter. Such records shall be placed into the driver’s file and must be accessible upon request.
   iv. The Contractor shall not use drivers to provide services who have accrued more than three (3) moving violations for any reason in the last two (2) years, and shall not use drivers who have had a DUI, DWI, or controlled substance-related violation.
   v. Drive in a careful and prudent manner, exercising at all times the highest degree of care, and observing and complying with state mandated rules of the road and traffic regulations.
   vi. Abstain from using tobacco products while students are present in the vehicle or on school grounds. Drivers as well as their vehicles must not smell of smoke or any other offensive odor.
   vii. Be able to effectively communicate and provide route and schedule assurance through proficiency with following driving directions, map reading and route planning tools.
currently available such as Global Positioning Satellite (GPS) or similar prior to the commencement of the trip and during the trip; not be dependent upon customers for trip directions and/or navigation; Demonstrate exemplary customer service;

viii. Not demonstrate any unprofessional conduct, use of inappropriate language, intimidating behavior, and/or personal or sexual harassment. Contractor is referred to the District’s sexual harassment policy, which is incorporated into any contract by this reference.

e. Contractor shall take reasonable steps to prevent its employees from exposing any pupil to impropriety of word or conduct. Contractor shall not permit its drivers to smoke on the vehicle at any time students are on the vehicle. Contractor shall require that drivers comply with all safety laws and regulations, including but not limited to the prohibition against driving under the influence of drugs or alcohol. Such prohibition shall extend to the use of prescription and non-prescription drugs that impair the safe operation of the vehicle.

f. Contractor shall have standards addressing professional dress and hygiene – code for its drivers. Professional dress includes clean clothes (pants, skirts, and shirts with sleeves and collars). The drivers must not wear attire that might generally be considered offensive. Hygiene includes clean shaven, groomed hair (including facial) and refraining from the use of heavy, offensive colognes. Drivers must also not display offensive tattoos and piercings.

g. Contractor shall ensure that all drivers display their current driver’s license upon request of a school official or the District authorized individual.

4. CRIMINAL BACKGROUND CHECK; SUBSEQUENT ARREST NOTIFICATION.

a. Criminal Background Check

i. Throughout the term of this Agreement, if Contractor or any of its employees, agents or volunteers that Contractor hires or assigns, will have more than limited contact with SFUSD students, Contractor is required to comply with the criminal background check provisions of Education Code Section 45125.1. Contractor must conduct criminal background checks through the California Department of Justice (CDOJ), including both CDOJ and Federal Bureau of Investigation (FBI) background checks, and must obtain subsequent arrest notification (as below), for all Contractor employees, agents, and volunteers who will have more than limited contact with District students pursuant to this Agreement.

ii. Contractor certifies that no Contractor employee, agent or volunteer who has been convicted of a serious or violent felony as defined by Education Code Section 45125.1 (citing Education Code Section 45122.1), a sexual offense as defined by Education Code Section 44010, a controlled substance offense as defined by Education Code Section 44011, or any other offense that renders Contractor’s proximity to children or services to the District inappropriate, shall have contact with District students under this Agreement. This prohibition does not apply to an employee, agent or volunteer who has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code Section 4852.01 et seq. for a serious or violent felony listed under Education Code Section 45122.1.

iii. It is the Contractor’s sole responsibility to comply with the CDOJ fingerprint and criminal background investigation requirements and maintain compliance throughout the
duration of this Agreement.

iv. The District will not be responsible for the costs of the criminal background checks.

v. Contractor’s employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet criminal background check and subsequent arrest notification requirements.

vi. If Contractor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with District students, the District Administrator supervising this Agreement will be required to affirm that Contractor has correctly disclosed the level of student contact associated with the services provided under this Agreement. The District’s determination shall control.

b. Subsequent Arrest Notification

i. In addition to the initial criminal background check, Contractor will obtain from CDOJ subsequent arrest notification to monitor future arrests of employees, agents and volunteers who will have more than limited contact with District students pursuant to this Agreement. District shall not be responsible for the costs associated with the subsequent arrest notifications.

ii. Upon receipt of notice that any of its employees, agents, or volunteers who will have more than limited contact with District students pursuant to this Agreement has been arrested or convicted of a serious or violent felony as defined by Education Code Section 45125.1 (citing Education Code Section 45122.1), a sexual offense as defined by Education Code Section 44010, or a controlled substance offense as defined by Education Code Section 44011, or any other offense that renders Contractor’s proximity to children or services to the District inappropriate Contractor will immediately prohibit such employee, agent, or volunteer from having any contact with District students pursuant to this Agreement, and Contractor will immediately notify the District of such arrest.

iii. Without limiting any other available legal remedies, failure by Contractor to comply with this Section may result in termination of this Agreement at the District’s sole discretion.

iv. Contractor certifies that it will comply with all CDOJ fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq., and maintain compliance throughout the duration of this Agreement with SFUSD.

v. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit.

5. TUBERCULOSIS SCREENING REQUIREMENTS.

a. California law requires that school consultants working with students be free of infectious tuberculosis (TB). If Contractor, its employees and/or sub-Contractors (“Contractor Parties”) shall or may be on a District school site and have contact with District students three or more times per month during the term of this Agreement, then Contractor shall at all times during the duration of the Agreement maintain compliance with the tuberculosis (“TB”) certification requirements as set forth herein.
b. Contractor shall maintain on file documents confirming that Contractor Parties received a TB test or TB assessment that complies with the requirements of California Education Code section 49406. These documents shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit. Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied.

c. All costs to comply with the TB certification requirements are the Contractor’s responsibility.

d. Contractor shall indemnify, defend and hold harmless the District and its officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from any failure to comply with these TB certification requirements.

e. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit.

6. COMPLIANCE. The Contractor shall maintain records on all employees, drivers or sub-Contractors that demonstrate that all requirements of this Agreement have been met. The file shall include but not necessarily be limited to applicable current copies of the following:

a. Department of Motor Vehicle Record’s Check – historical driving record. Department of Justice (DOJ) background checks that meet or exceed state laws. Federal Bureau of Investigation (FBI) background check, to include Child Index.

b. Verification of enrollment in an on-going drug/alcohol testing at random, and “for cause” drug/alcohol testing as deemed appropriate for drivers authorized to perform services for this contract. All drivers must abstain from the use of alcohol and drugs in the performance of their duties under this contract. In addition, drivers will not be under the influence of alcohol or drugs during the performance of their duties under this contract. The Contractor shall be liable for all Drug and Alcohol Testing. No driver may be utilized for this contract that fails a drug and/or alcohol test.

c. Verification of a negative test result for Tuberculosis (TB testing).

d. Current driver’s license and certifications appropriate for driving the vehicle type that corresponds with the assignment, and include SPAB or higher certification.

e. Training records. Contractor shall be responsible for hiring and discharging personnel employed by Contractor, provided, however, that the District shall have the right to require Contractor to remove from service any employee who, in the District’s sole discretion, is deemed unsuitable for the performance of transportation services for the District. The District may make a request in writing and state the reasons therefore. Reasons may include failure of any driver to operate a vehicle in a safe manner, in accordance with the laws of the state of California and the ordinances of any city in which such vehicle operates, or a finding by the District that the personal habits and/or conduct of an employee are detrimental to the best interests of the District or to the welfare and bests interest of the students being transported.
7. ACCIDENT & OPERATIONAL REPORTS.

a. All accidents or incidents involving the Contractor’s equipment, personnel, or students being transported while operating for the District shall be reported in writing to the District within two (2) working days. A preliminary oral report shall be made to the principal of the school which booked the trip within thirty (30) minutes following the accident or incident, and shall include whether any fatalities or injuries occurred and a general description of property damage and any law enforcement response. Contractor shall also notify the District’s Transportation Executive Director via email at transportation@sfusd.edu of the accident or incident within 24 hours. Follow-up accident written reports shall be made periodically until all the pertinent facts have been reported to the District. A legible copy of both the responding police agency and the Contractor’s accident investigator’s final report shall be submitted to the District within ten (10) working days following the accident or incident or when such report is completed, whichever occurs first. Finally, the Contractor’s internal communication problems shall not relieve the Contractor of its obligation regarding an accident/incident as may be required by the California Highway Patrol’s Passenger Transportation Safety Handbook.

b. The Contractor shall provide any and all operational records the District deems necessary within ten (10) business days of the District’s request.

8. CUSTOMER SERVICE.

a. Contractor will provide a customer service single point of contact 24x7x365 for the District users to contact during bus trips should issues of scheduling, service, quality, breakdowns or other issues arise and require immediate remedy by the Contractor.

b. Contractor shall provide training to its personnel in how to provide exemplary customer service and shall provide reasonable remedies/compensation should customer service levels fall below these standards.

9. TIME OF THE ESSENCE / ASSESSMENT OF DAMAGES.

a. Time is of the essence under this Contract. The District reserves the right to assess the Contractor damages (“Assessed Damages”) should the Contractor fail to provide at least 7 business days’ notice of cancellation of equipment and/or trip. The amount of the damages which may be assessed to the Contractor shall be equal to the charges to be paid by San Francisco Unified School District for cancellation, plus any costs incurred by the District in obtaining an alternate carrier (to include the difference in trip fees). In addition, Contractor must pay added cost to District for booking with another company. All such damages shall be payable to the District within ten (10) business days of District’s demand.

b. Further, should Contractor fail to either (a) provide adequate notice to the District of cancellation as required directly above; (b) fail to provide any notice of cancellation to the District; and/or (c) fail to service a confirmed trip with any or all of the necessary personnel/equipment, and should the District (including the site/program ordering such service) be unable to timely secure a replacement service from another source, Contractor shall be liable to the District for all losses and damages therefrom; and because from the nature of the services to be provided under this Agreement, it is and will be impracticable and extremely difficult to ascertain and fix the District’s actual damages from any such failure of performance, it is agreed that Contractor will pay as
“liquidated damages” to the District $1,250 within ten (10) business days of any of the foregoing events occurring.

c. If Assessed Damages and/or Liquidated Damages are not paid within the time specified above, the District may, in addition to its other remedies, deduct the same from any moneys due or to become due Contractor under this Agreement. The District has the express right to seek and obtain “actual damages” in addition to Assessed Damages or Liquidated Damages.

10. COMPLAINTS. Contractor shall keep complete and accurate records of all written and oral complaints received regarding the Contractor’s services for the District from all sources including, but not limited to: District employees or agents, parents/guardians, students, school-related service providers, private schools, state or federal agencies and other school districts. Contractor shall provide to the District a written monthly report listing said complaints and actions taken by the Contractor, if any, to resolve each complaint.

11. SUBCONTRACTING & ASSIGNMENT OF CONTRACTOR’S RIGHTS.

a. Contractor shall only be authorized to subcontract its provision of services under this Agreement upon the express written approval of, and subject to the limitations prescribed by, the District’s Director of Transportation. If and when such approval is granted to Contractor, Contractor expressly agrees and certifies that any Subcontractor it retains for any and all services under this Agreement shall be subject to all of the duties and obligations applicable to Contractor under this Agreement.

b. Except as it relates to the hiring of independent Contractor drivers, the Contractor shall have no right (without the express written agreement of the District’s Director of Transportation) to assign its rights or obligations under this Agreement, it being understood that this is a personal services agreement. If and when the District agrees to such assignment, Contractor and any Assignee(s) agree that each and every provision of this Contract shall apply to it/them.

12. BUDGET AND FISCAL PROVISIONS.

a. This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and Board of Education approval and appropriation of funds for this Agreement. Charges will accrue only after written authorization is provided by the District’s Board of Education, proper execution of this Agreement by the parties, and certification by the Chief Financial Officer as to the availability of funds.

b. The amount of the District’s obligation hereunder shall not at any time exceed the terms herein stated.

c. The District has no obligation to renew this Agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.

d. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

e. This Section controls against any and all other provisions of this Agreement.
13. PAYMENT FOR SERVICES RENDERED.

a. The District agrees to pay, and the Contractor agrees to accept as full payment for its performance of this Agreement, the Contractor’s fixed prices for services rendered to District as detailed in this Agreement.

b. Payment to the Contractor by the District will be made monthly in arrears for services provided as ordered by the District pursuant to this Agreement, and after receipt of properly documented invoices, submitted by Contractor on an invoicing form acceptable to the District.

14. TAXES; PAYMENT OF TAXES. The District is exempt from federal excise tax except on articles for resale. Contractor will enter state and local sales or use tax, and excise tax if applicable on invoices, but neither should be included in prices. Payment of any taxes, including California Sales and Use Taxes, levied upon this Contract, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Contractor and at no additional cost to the District.

15. ASSIGNMENT. Contractor shall not sell, assign, transfer or encumber, whether by operation or law or otherwise, any or all of its rights (including the right to receive payment), burdens, duties or obligations under the Contract, or any interest therein, without the prior written consent of the District.

16. PERMITS AND LICENSES. The District requires that Contractor maintain in force licenses and permits as required by state law for furnishing the service and shall comply with and observe all provisions of state law, including but not limited to provisions of the California Vehicle Code; the Education Code; and directives and regulations of the State Board of Education, and any other governmental agency, relative to the transportation of pupils. In the performance of this Contract, Contractor shall keep itself informed of, and at all times comply with, all applicable Federal, State, and Local laws, ordinances, regulations and other legal requirements that are in effect as of the commencement of the term of this Agreement and as may be amended from time to time, including but not limited to the Safety Orders of the California Division of Industrial Safety. It is the responsibility of the Contractor to obtain, at its sole expense, any required permit(s) and license(s).

17. INSURANCE.

a. Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, prior to award, Contractor shall procure and maintain during the full term of this Agreement, at the Contractor’s expense, insurance acceptable to the District and as follows:

i. Comprehensive General Liability Insurance with limits not less than $5,000,000 (five million dollars) each occurrence and $5,000,000 (five million dollars) in the aggregate for Bodily Injury and Property Damage, including coverages for Employers liability, contractual liability, personal injury, independent contractors, and sexual abuse and molestation.

ii. Comprehensive or Business Automobile Liability Insurance with limits not less than $10,000,000 (ten million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages 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 point designated by the District, and until such time as status of passenger is
iii. Workers' Compensation Insurance, with Employer's Liability limits not less than $1,000,000 (one million dollars) each accident.

b. The District reserves its right to review the adequacy of the limits required above at any during the Contract term and may at its sole discretion require Contractor to provide additional coverage.

c. Comprehensive General Liability and Comprehensive or Business Automobile Liability policies must provide the following:

i. Name as Additional Insured “The San Francisco Unified School District, its Board, officers and employees.”

ii. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.

iii. All policies shall be written on an occurrence basis, except as otherwise provided for in this subsection. Coverage may be provided on a claims-made form, provided that the following requirements are met:

1. The retroactive coverage date shall be shown and shall commence before the beginning of any Contractor operations and/or performance under this Agreement.

d. Contractor shall maintain the required coverage throughout the term of this Agreement and, without lapse, and provide Certificates of Insurance to the District upon request for a period of three (3) years beyond the expiration or termination of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration or termination of the Agreement, such claims shall be covered.

e. If coverage is cancelled or non-renewed, and not replaced with another claims-made form with a retroactive date prior to the beginning of any Contractor operations and/or performance under this Agreement, Contractor shall purchase an extended reporting period for a minimum of three (3) years after the expiration or termination of the Agreement.

f. If requested by the District, a copy of the policy’s claims reporting requirement, or any other policy documents, shall be provided to the District.

g. All policies shall provide thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage to the following office:

SFUSD Purchasing Department
135 Van Ness Street, Room 123
San Francisco, CA 94102

h. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are
included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.

i. The insurance requirements under this Agreement shall be the greater of (1) the minimum limits and coverage specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of the Contractor under this Agreement.

j. Waiver of Subrogation. Contractor agrees to waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis. Contractor shall promptly notify District of any such express prohibition or condition in any applicable policy which may void coverage.

k. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

l. Before commencing any operations under this Agreement, Contractor must provide the District with the certificates of insurance and an endorsement or endorsements showing the additional insured policy/policies required, all with insurers satisfactory to the District, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon the District's request. Contractor also understands and agrees that the District may withhold payment for products/services performed for any violations of the insurance provisions of this Agreement.

m. Approval of the insurance by the District shall not relieve or decrease the liability of Contractor hereunder.

18. FAILURE TO DELIVER. When Contractor fails to deliver an article or service of the quality, in the manner, or within the time called for in the Contract, the District may purchase such article or service from any source and if a greater price than that named in the Contract is paid for such article or service the excess price will be charged to and collected from the Contractor or sureties on Contractor's bond if bond has been required; or the District may terminate the Contract for default; or the District may return deliveries made and receive a refund. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.

19. DEFAULT; REMEDIES.

a. Each of the following shall constitute an event of default under this Agreement:
i. Contractor fails or refuses to perform or observe any term, covenant or condition contained in this Agreement.

ii. Contractor (A) is generally not paying its debts as they become due, (B) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction, (C) makes an assignment for the benefit of its creditors, (D) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor’s property, (E) takes action for the purpose of any of the foregoing, or (F) is the subject of any order of a court or government authority related to the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors. The Contractor shall notify the District in writing within ten (10) days of the occurrence of any of the events listed in the immediately preceding sentence.

b. On and after any event of default, the District shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement for cause or to seek specific performance of all or any part of this Agreement. In addition, District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default; Contractor shall pay to the District on demand all costs and expenses incurred by the District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The District shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between District and Contractor all damages, losses, costs, or expenses incurred by the District as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Agreement. Any such offset by District will not constitute a waiver of any other remedies the District may have against Contractor for financial injury or otherwise.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude, or in any way be deemed to waive, any other remedy.

20. TERMINATION.

a. In the event of Contractor default, in addition to any other remedies available to the District, the District through the Purchaser may terminate this Agreement, and all of the Contractor’s rights hereunder ended. Termination shall be effective ten (10) days after Contractor’s receipt of written notice of termination from the District, unless a later effective date of termination is provided by the District in such notice. As of the effective date of termination, no new work will be undertaken by Contractor with the exception of actions necessary to effectuate the termination as provided for in this Section.

b. In the event of termination for cause, the Contractor shall be paid for those services performed under this Contract to the satisfaction of the District up to the effective date of the termination. However, District may offset from any such amounts due Contractor any costs to District arising from Contractor’s default and may otherwise demand payment from Contractor of such costs.

c. The District may terminate this Contract, in whole or in part, for the District’s convenience and
without cause at any time by giving Contractor at least thirty (30) days written notice of such termination. The notice shall specify the date on which termination shall become effective. In no case shall the termination become effective in fewer than thirty (30) days from the date that the notice is deemed received. In event of termination for convenience, Contractor will be paid for those services performed pursuant to this Contract and to the satisfaction of the District up to the specified effective date of termination.

d. Upon receipt of any notice of termination of this Agreement, Contractor shall commence and perform with diligence all actions necessary on the part of Contractor to effectuate the termination of this Agreement on the date specified by District in a manner that minimizes the liability of Contractor and District to third parties as a result of termination. All such actions shall be subject to prior approval by District and shall include, without limitation: canceling orders, assigning interests to the District as applicable, settling outstanding liabilities and claims, securing and safe-guarding District property, and halting or completing services in the manner specified by the District.

e. In no event shall District be liable for costs incurred by Contractor, or any of its subcontractors, after the effective date of termination, except for those costs specifically approved in writing by the District, if any, as necessary to effectuate the termination in a manner acceptable to the District. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys’ fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest.

f. Within thirty (30) days after the effective date of termination, the Contractor will submit an itemized invoice detailing the unpaid costs incurred for the services rendered pursuant to this Agreement up to the effective date of termination. The District’s payment obligations shall survive the termination or expiration of this Agreement. Upon payment by the District of approved charges under such Contractor invoice, the District shall be under no further obligation to the Contractor, monetarily or otherwise.

21. INDEMNIFICATION.

a. Contractor shall indemnify, defend and hold harmless the District, its Board, officers, employees and agents from and against any and all claims, demands, liabilities, obligations, losses, damages, judgments, costs or expenses (including without limitation legal fees, consultants and costs of investigation) (collectively “Claim”), whether actual or alleged, arising directly or indirectly from or in any way connected with the performance of this Agreement, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights. Notwithstanding the foregoing, Contractor shall have no obligation under this Section with respect to any Claim that is caused by the active negligence or willful misconduct of District and which is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Contractor or Contractor’s employees or agents.

b. Contractor’s obligations to District pursuant to this Section are conditioned upon the following: (i) District providing Contractor with prompt written notice of any Claim for which indemnification, defense and/or hold harmless is sought, provided however that no delay on the part of the District shall relieve Contractor from any obligation under this Agreement; (ii) Contractor having
sole control of the defense and settlement of such Claim, provided, however, that Contractor will not consent to the entry of any judgment or enter into any settlement with respect to the Claim without the prior written consent of District approved by its Board of Education, except where the judgment or proposed settlement involves only the payment of money damages by Contractor and does not impose any obligation upon District, and Contractor obtains the full and complete release of District; and (iii) District's reasonable cooperation with Contractor in the defense and settlement of the claim, at Contractor's expense. District shall have the right to have any suit or proceeding monitored by counsel of District's choice and at District's expense.

22. LIABILITY OF DISTRICT. DISTRICT’S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED UNDER THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL THE DISTRICT BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

23. INDEPENDENT CONTRACTOR. Contractor, and any agent or employee of Contractor, shall be deemed at all times to be an independent contractor and not an employee of the District. Contractor shall be wholly responsible for the manner in which it performs the services required by District under this Contract. Contractor, and any agent or employee of Contractor, shall not have employee status with the District, nor be entitled to participate in any plans, arrangements, or distributions of the District pertaining to or in connection with any retirement, health, or other benefits that the District may offer its employees. Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including but not limited to, FICA, income tax withholdings, unemployment compensation, insurance and other similar responsibilities related to Contractor's performing services and work, or any employee or agent of Contractor providing same. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Contractor or any agent or employee of Contractor. Any terms in this Contract referring to direction from District shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. District does not retain the right to control the means or the method by which Contractor performs work under this Agreement. If any governmental authority should, nevertheless, determine that Contractor is an employee, then the District's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Contractor and to the applicable governmental authority does not exceed the maximum amount of compensation paid under this Agreement. Contractor shall refund any amounts necessary to effect such reduction.

24. CONFLICT OF INTEREST.

a. It shall be Contractor's responsibility to know, and comply with, all requirements of California law pertaining Conflicts of Financial Interest in contracting with public agencies. It is the obligation of the Contractor to determine whether or not participation in a contract may constitute a conflict of interest. While the District staff maintains records regarding the award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the District. The determination of the potential for a conflict must be made by the Contractor. Contractor is responsible to notify the District immediately if it finds that a potential conflict may exist.
b. Contractor certifies that it has read, understood and will comply with conflict of interest laws and regulations, set-forth in Board Rule and Procedure 9270 / Conflict of Interest and the Appendix to Board Rule and Procedure 9270 / Conflict of Interest.

c. Contractor certifies that it is familiar with the provisions of set-forth in Board Rule and

d. Procedure 9270 / Conflict of Interest and the Appendix to Board Rule and Procedure 9270; certifies that it does not know of any facts that constitute a violation of such provisions; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement. Please refer to the following links for the complete text of Board Rule and Procedure 9270 and Appendix to Board Rule and Procedure 9270: (right click to open link) http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AGUTL477D602 http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AWU6KM1553E4

25. PROPRIETARY AND CONFIDENTIAL INFORMATION OF THE DISTRICT.

Under the terms of this Contract, Contractor may receive or obtain access to student data (i.e., any item of information relating to an identifiable student), pupil records, personnel records, memoranda, plans, strategies, and documents, or other information that is privileged, confidential, not publicly available, which is covered by federal or state privacy laws, rules, and regulations, including but not limited to the Family Educational Rights and Privacy Act of 1974 (FERPA) 20 U.S. § 1232g; the Protection of Pupil Rights Amendment (PPRA) 20 U.S.C. 1232h, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) 42 U.S.C. § 300gg and 29 U.S.C § 1181 et seq. and 42 USC 1320d et seq., AB 1584, found at California Education Code § 49073.1, the Children’s Online Privacy Protection Act of 1998 (COPPA) 15 U.S. Code §§ 6501 et seq., the Student Online Personal Information Privacy Act (SOPIPA) Cal. Bus. & Prof. Code § 22586 et seq., the Early Learning Personal Information Protection Act (ELPIPA) Cal. Bus. & Prof. Code § 22586 et seq., or which is considered confidential and protected from disclosure by the District’s policies and procedures (“Confidential Information”). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged and confidential, that Confidential Information shall be held strictly in accordance with the District’s policies and procedures (“Confidential Information”). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged and confidential, that Confidential Information shall be held strictly in accordance with the District’s policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the express written authorization of the District.

26. VOLUNTARY ACT; ENTIRE AGREEMENT; SEVERABILITY.

a. Voluntary Act. Each party to this Agreement represents, respectively, that it fully understands its right to review all aspects of this Agreement with an attorney of its choice, that the party has had an opportunity to consult with an attorney of its choice, that the party has carefully read and fully understands all the provisions of this Agreement and that the party is freely, knowingly and voluntarily entering into this Agreement.

b. Entire Agreement. This Agreement sets forth the entire understanding of the parties relating to the transactions it contemplates, and supersedes all prior understandings relating to them, whether written or oral. There are no obligations, commitments, representations or warranties relating to them except those expressly set forth in this Agreement. In the event of any conflict between the terms of this Agreement and any subsequent document signed by the parties, the parties intend for the terms of this Agreement to control unless such subsequent document specifically makes reference to amending the terms of this Agreement.
c. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of the other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

27. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES.

Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor or a consultant, who submits a false claim, shall be liable to the District for three times the amount of damages which the District sustains because of the false claim. A person who commits a false claim act shall also be liable to the District for the costs of a civil action brought to recover any of those penalties or damages and may be liable to the District for a civil penalty of up to ten thousand dollars ($10,000) for each false claim. A person will be deemed to have submitted a false claim to the District if the person: knowingly presents or causes to be presented to an officer or employee of the District, a false claim for payment or approval;

a. knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the District;

b. conspires to defraud the District by getting a false claim allowed or paid by the District;

c. has possession, custody, or control of public property or money used or to be used by the District and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;

d. is authorized to make or deliver a document certifying receipt of property used or to be used by the District and knowingly makes or delivers a receipt that falsely represents the property used or to be used;

e. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;

f. knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the District; or

g. is a beneficiary of an inadvertent submission of a false claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the District within a reasonable time after discovery of the false claim.

28. INCIDENTAL AND CONSEQUENTIAL DAMAGES.

CONTRACTOR SHALL BE RESPONSIBLE FOR ANY INCIDENTAL AND CONSEQUENTIAL DAMAGES RESULTING IN WHOLE OR IN PART FROM THE ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS. NOTHING IN THIS SECTION SHALL CONSTITUTE A WAIVER OR LIMITATION OF ANY RIGHTS THAT THE DISTRICT MAY HAVE UNDER APPLICABLE LAW.

29. NON-DISCRIMINATION; COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT.

a. Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender identity, AIDS/ARC/HIV status, or
disability, in its performance under this Contract.

b. Contractor acknowledges and agrees that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

30. NON-WAIVER OF RIGHTS. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

31. QUALIFIED PERSONNEL. Work under this Agreement shall be performed only by personnel who have been trained, qualified, appropriately certified and/or licensed, under the supervision of and/or in the employment of the Contractor. Contractor will comply with the District’s requests regarding assignment of personnel, but all personnel, including any assigned at the District’s request, and shall be supervised by Contractor. Verification of Contractor’s staff members’ qualifications shall be made available to the District upon request.

32. DRUG FREE WORKPLACE POLICY. The Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on School District premises. Any violation of this prohibition by the Contractor, its employees, agents or assigns shall be deemed a material breach of contract.

33. RESPONSIBILITY FOR EQUIPMENT. The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used in the performance of this Contract by the Contractor, or by any of its employees or agents, even though such equipment be furnished, rented or loaned to the Contractor by the District. The acceptance or use of such equipment by the Contractor or any of its employees or agents shall be construed to mean that the Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless the District from and against any and all claims for any damage or injury of any type arising from the use, misuse or failure of such equipment, whether such damage be to the Contractor, its employees or agents, District employees or third parties, or to property belong to any of the above.

34. AUDIT AND INSPECTION OF RECORDS. The Contractor agrees to maintain and make available to the District, during business hours, accurate books and accounting records including computer records relative to its activities under this Agreement. The Contractor will permit the District to audit, examine and make copies and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon the District by this Agreement.
35. SCOPE OF WORK.

a. The District transports students to a number of extracurricular activities. This includes more than 2,000 field trips each year that take place during the mid-day. The number of passengers varies by trip, ranging from approximately 15 passengers for smaller trips to more than 300 passengers for larger trips, with a median value of approximately 50 passengers per trip. Field trips are generally operated between the hours of 9:30 AM and 1:00 PM, though the District reserves the right to request service outside of these hours. Some field trips are overnight trips.

b. The District’s intent is to have an approved list of SPAB providers and to authorize District school sites and school programs that need bus transportation to select from the pre-approved list of SPAB providers. Once the school site or school program contacts the selected contractor, the request must be acknowledged by the contractor within two (2) business days from the date of the order on the Contractor’s standard confirmation form.

c. It is the Contractor’s responsibility to keep track of services provided and to invoice the District school site or school program directly for the actual costs as stated in section 42. BILLING.

36. RELATIONS WITH THE PUBLIC; PROFESSIONAL STANDARDS OF CONDUCT.

a. It is the intent of the District to obtain the best quality transportation available. As such the Contractor shall incorporate the highest standards of performance and safety for the educational and personal well-being of the students. The Contractor will cooperate in every manner within its means in maintaining proper conduct and a proper image for its employees. The drivers will always interact with students, parents and staff in a courteous and professional manner.

b. Contractor shall provide a description of organizational standards of conduct for its employees and shall ensure that all Contractor employees adhere to them (including but not limited to policies regarding dress, attention to duty, personal visits and prohibited use of cellular telephones for personal means.

37. MONITORS. The District shall have the right to provide monitors or aides (adult school transportation riders) at such times and for such vehicles as the District may deem advisable.

38. GRAPHICS; ADVERTISEMENTS. The Contractor agrees to the use of graphics on or within the vehicles as specified by the District, except where prohibited by law. Graphics refer to color-coding, signs cartoons, and/or symbols. No advertisement in any form will be permitted.

39. COMMERCIAL-FREE, TOBACCO-SUPPORT-FREE SCHOOLS. This Contract shall not furnish any products associated with or engaged in relationship with tobacco subsidiaries. The Board of Education of the San Francisco Unified School District supports commercial-free and tobacco-support-free educational settings. As a result, the District will enter no agreements with contractors for exclusive access to student customers for soft drinks, snack foods or other products purchased by students. The schools will make every effort to make healthy snacks and healthy drinks available to students. It is the policy of District that the sale of tobacco subsidiary products in all District schools, including the cafeterias, student and teacher-run stores and vending machines are prohibited.

40. PRICES. It is understood and agreed that the Contractor’s pricing includes all ordinary and
extraordinary costs of operation (including without limitation any costs of vehicles, facilities, supplies, parts, fuel, tires, maintenance, inspections and other items), and the District shall not be responsible for any additional costs, except as otherwise explicitly provided for in this Contract.

41. LEGAL COMPLIANCE. The Contractor shall at all times comply with the applicable laws, ordinances, rules and regulations of the Federal Government, the State of California and the City and County of San Francisco and all governmental agencies, districts or other bodies that have jurisdiction applicable to the direct and indirect acts of the Contractor in the performance of this Contract. It shall be the responsibility of the Contractor to obtain, at its sole expense, any required permit(s), license(s) or other certification(s).

42. BILLING. Contractor shall submit itemized invoices for services rendered, on a form or forms approved by the District’s Executive Director of Transportation, to the District school site or school program on a monthly basis, no later than the tenth (10th) working day of the month. In submitting any invoice for payment for services rendered under this Contract, Contractor certifies to the District school site or school program that said services were rendered in compliance with Contractor’s obligations under this Contract. Invoices shall be mailed to the District school site or school program location noted on the SFUSD confirmation of trip form. The District may change the location to which invoices shall be mailed by written notice to the Contractor from the District’s Executive Director of Transportation.

43. SUBCONTRACTING. Contractor is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement without the prior written consent of the District.

44. ASSIGNMENT. It is understood and agreed that the services to be performed by the Contractor under this Agreement are personal in character and neither this Agreement, nor any duties or obligations hereunder, shall be assigned or delegated by the Contractor without the prior written consent of the District.

45. WAIVER. Either Party’s failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement’s terms, covenants, or provisions by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

46. DISPUTE RESOLUTION. Prior to any action or resort to any other legal remedy, District and Contractor agree to exercise reasonable efforts and to negotiate in good faith to resolve to the satisfaction of the Parties any dispute that may arise concerning the performance by either Party of its obligations under this Agreement.

47. COMPLIANCE WITH LAWS. Contractor shall keep itself fully informed of the applicable federal, state and local laws affecting the performance of this Agreement, and shall at all times comply with such laws as they may be amended from time to time.

48. MODIFICATION OF AGREEMENT. Any amendment or modification to this Agreement shall be by written instrument and shall only be effective upon execution by the duly authorized representatives of the Parties and approval or ratification by the Board of Education in an open, noticed meeting.
IN WITNESS WHEREOF the Parties hereto have executed this Agreement, to be effective upon approval or ratification by the District's Board of Education on ____________.

INSERT LEGAL/OFFICIAL NAME OF CONTRACTOR

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:

BY: ________________________________

Authorized Signature

INSERT NAME OF AUTHORIZED SIGNATORY

INSERT TITLE OF AUTHORIZED SIGNATORY

Information regarding Contractor:

(✔ one and complete W-9 on following page)

Type of Business Entity:

☐ Individual, no Employees

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☐ Corporation, State:

☐ Limited Liability Company

☐ Other:

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:

BY: ________________________________

SIGNATURE

☐ Deputy Superintendent, INSERT DEPT

☐ Chief, INSERT DEPT

☐ Assistant Superintendent, INSERT DEPT

RECOMMENDED:

BY: ________________________________

Signature of Site/Dept. Administrator

INSERT NAME OF SITE/DEPT ADMINISTRATOR

INSERT TITLE OF SITE/DEPT ADMINISTRATOR

APPROVED AS TO FORM:

BY: ________________________________

Senior Deputy General Counsel

(N/A if < bid threshold limit)

BY: ________________________________

Contracts Office