REQUEST FOR STATEMENT OF QUALIFICATIONS PROPOSAL

School Pupil Activity Bus (SPAB) Providers
RFQ No. SPAB-2019

MAIL OR DELIVER PROPOSALS TO:

San Francisco Unified School District
Purchasing Department
RFQ No. SPAB-2019
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

PROPOSAL DUE DATE AND TIME

June 7, 2019 - 2:00 P.M. PST

• Please go to the following link to view and download the bid package. http://www.sfusd.edu/en/doing-business-with-sfusd/current-rfps-rfqs-and-rfis.html
• Please look for “School Pupil Activity Bus (SPAB) Providers” section under “Current RFPs, RFQs, RFOs & RFIs”. All related documents for this RFQ will be posted here.
• Competitive proposals for the specified material and/or service must be received by the San Francisco Unified School District, Purchasing Department, on or before the due date and time specified herein.
• As a requirement of this solicitation, bidders are required to respond according to the instructions indicated in the RFQ. Bidders will respond utilizing the format, forms and other criteria indicated in the RFQ.
• Bidder responses that do not comply with the format, forms and other instructions indicated, may be rejected.
• The District reserves the right to refuse any and all bids, and to waive any irregularities or informalities in any bid or in the bidding.
• Proposals transmitted by facsimile, email or other electronic communication will not be considered. Bidders are recommended to use a freight carrier that has tracking capabilities. Proposals received after the due date and time will be rejected.
• To preserve the integrity of this RFQ, the Bidder is requested not to contact any individual, within the District, other than the purchaser of this solicitation.
• This RFQ is not a formal request for Proposals, or an offer by the District to contract with vendor(s) responding to this RFQ.
• The District reserves the right to amend this RFQ as necessary.
• All materials submitted to the District in response to this RFQ shall remain the property of the District.
• The District shall not be responsible for the costs of preparing any proposal in response to the RFQ.
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INTRODUCTION

The San Francisco Unified School District (the “District” or “SFUSD”) requests proposals and statements of qualifications (“RFQ”) from School Pupil Activity Bus (“SPAB”) providers (at times referred to as “Contractor,” “Bidder,” “Proposer,” or “Vendor”) to meet the District’s school site transportation needs,
such as for field trips and athletic events. The District intends to contract with SPAB providers for both local/short trips and longer distance/overnight trips. 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 preapproved list of SPAB providers.

This solicitation shall not be construed in any manner to be an obligation by the District to enter into an agreement with any proposer or to reimburse any firm for costs incurred in submitting a proposal. The District reserves the right to cancel or revise in part or in its entirety this RFQ. If the District cancels or revises this RFQ, all respondents will be notified by addenda. The District also reserves the right to extend the date responses are due and/or to alter any of the key dates set forth above.

INQUIRIES AND CONTACTS

All inquiries/questions and communications in reference to this RFQ are to be emailed to Norman Liang at liangn@sfusd.edu. Please reference the RFQ number in the email subject line. Proposers are not to contact District staff (except Norman Liang) or members of the Board of Education about this RFQ or the selection process. Any Proposers who violate this request may be disqualified from further consideration.

Norman Liang, Purchaser
Purchasing Department
RFQ No. SPAB-2019
135 Van Ness Avenue, Room 123
San Francisco, CA 94102
Tel. No. (415) 241-6468 ext. 1606
Fax No. (415) 241-6487
Email: liangn@sfusd.edu

GENERAL INFORMATION AND SUBMITTAL INSTRUCTIONS

I. GENERAL INFORMATION ABOUT THE SAN FRANCISCO UNIFIED SCHOOL DISTRICT

The San Francisco Unified School District (SFUSD) is the seventh largest school district in California, educating over 57,000 students every year. San Francisco is both a city and a county; therefore, SFUSD administers both the school district and the San Francisco County Office of Education (COE). This makes SFUSD a “single district county.” SFUSD is governed by an elected seven-member Board of Education.

Mission statement: Every day we provide each and every student the quality instruction and equitable support required to thrive in the 21st century.

Vision of student success: Every student who attends SFUSD schools will discover his or her spark, along with a strong sense of self and purpose. Each and every student will graduate from high school ready for college and career and equipped with the skills, capacities and dispositions outlined in SFUSD’s Graduate Profile.

Our schools: As of the 2019-20 school year, SFUSD has:
64 elementary schools (TK-5)
8 alternatively configured schools (TK-8)
13 middle schools (6-8)
15 high schools (9-12)
12 early education schools
14 active charter schools authorized by the district

Overview SFUSD’s Transportation Department

The Transportation Department’s mission is to provide safe and timely student transportation services and to share real-time, accurate information with students, families, and schools.

The Transportation Department schedules buses for more than 2,000 field trips per year. Trips range in size from approximately 15 passengers (students + teachers + chaperones) to more than 300 locations.

The District reserves the right to issue other contracts to meet its transportation requirements. Contract award does not preclude the District from using other service providers for the same contracted services as those secured through this RFQ. An underlying principle of this RFQ is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

II. OBJECTIVES

The District intends to contract with SPAB providers for both local/short trips and longer distance/overnight trips. 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 preapproved list of SPAB providers.

The District intends to enter into non-exclusive one-year contracts for services, with an option to extend for up to two (2) additional one (1) year terms, based on satisfactory service/performance with the selected SPAB providers.

III. SUBMITTAL INSTRUCTIONS

The statement of qualifications and proposal must be returned in sealed envelopes to:

San Francisco Unified School District
Purchasing Department
RFQ No. SPAB-2019
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

a. RECEIPT OF PROPOSAL PACKAGES:
   Sealed Proposal packages shall be delivered to the Purchasing Department, no later than June 7, 2019 at 2:00 P.M. PST.

b. Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Purchasing Department prior to the specified time. The District assumes
no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the Purchasing Department.

c. All proposals delivered after scheduled closing time for receipt of proposals will not be considered.

d. Contractors are required to send one (1) original and two (2) copies, as well as two (2) electronic copy on a USB flash drive, of their proposals. Incomplete proposals may be deemed non-responsive and therefore not considered.

e. The District reserves the right to reject any or all proposals. The District may negotiate the terms of the contract, including but not limited to pricing, with the selected Contractors prior to entering into a contract. Proposals and any other information submitted by respondents in response to this RFQ shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

IV. PROPOSAL CONTENTS

Section I – Company Information

1. COMPANY PROFILE

a. Provide the following information about your company: The full company name (and any former name or dba names used), address, location, and phone number for your headquarters, branch and area offices that would support the District. List the name(s), telephone number(s), and locations of your representatives who can be contacted regarding this proposal and any future business. Include company web address, if available.

b. Provide a succinct summary of the organization’s overall qualifications and capacity to provide the services requested in this RFQ. Provide information that documents experience with providing bus services to K-12 public, private and charter schools.


d. Using the format in Section II - C (“References”), provide three (3) references, preferably from school districts, government agencies or similar entities. Include the entity’s name and address, and name, title, telephone number and email address of the person to contact, along with your approximate annual sales and years of service provided to each entity.

2. ALL PROPOSERS MUST PROVIDE THE FOLLOWING INFORMATION:

a. A copy of current CHP Motor Carrier terminal Inspection.

b. A list of SPAB certified buses, including license plate numbers.

c. A list of all SPAB drivers and each driver’s California Driver’s License number.

d. A completed Authorized Contractor Signature form (See Attachment 1)
3. EQUIPMENT & MAINTENANCE

a. Indicate in the Vendor’s response the guarantee that each bus it would use for District transportation is a non-smoking environment and smoke free.

b. Indicate in the Vendor’s response the guarantee that each bus it would use for District transportation on a confirmed date will be:
   - well maintained in safe operating order and good condition (not dented, scratched or damaged);
   - clean, have clean windows, and a clean interior that smells fresh; and
   - suitable for transporting school district students.

c. The District is committed to the State’s efforts to reduce greenhouse emissions by:
   - implementing initiatives to reduce green gas emissions to 1990 levels by 2020;
   - planning to implement the use of bio-diesel fuels; and
   - planning to upgrade vehicles with exhaust scrubbers to reduce solid emissions.

d. Vendor’s response shall describe its plans to support the District’s commitment to reduce greenhouse emissions.

4. SERVICE REQUIREMENTS

Please describe/confirm the following:

a. Customer service training provided for employees and Vendor’s plan to provide exemplary customer service to the District and its students;

b. Describe what remedy/compensation would be provided to the District should customer service levels fall below these standards;

c. Describe customer complaint mitigation and escalation process for service issues;

d. 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;

e. Vendor shall provide drivers who can effectively communicate and will 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 and during each trip;

f. Vendor shall not be dependent upon customers for trip directions and/or navigation;

g. Vendor shall demonstrate exemplary customer service and professional conduct;

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

i. Seat belts and surveillance cameras are strongly recommended, and Vendor is to indicate whether or not its buses shall include each/both.
5. DRIVER CREDENTIALS

The Contractor or subcontracted drivers must:

a. Have all applicable valid state vehicle permits and licensing.

b. Be licensed in accordance with all applicable federal and state regulations and policies.

c. Have a good driving record as verified by the State of California and other applicable regulatory bodies.

(i) 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 made available to the District upon request.

(ii) The Contractor shall not use drivers to provide services that have accrued more than three (3) moving violations for any reason in the last two (2) years, and shall not use drivers who at any time have had a DUI, DWI, or controlled substance-related violation.

(iii) The Contractor shall verify and be liable for the payment of all driver criminal record checks prior to transporting students. Such verification shall be placed in the driver’s file. The Contractor shall ensure that all drivers display their current driver’s license upon request of a school official or the District authorized individual.

d. 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.

e. 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.

f. Not provide service to the District when any background check or findings indicate criminal history convictions, as obtained through state and national searches (DOJ and FBI).

6. COMPLIANCE

The Contractor shall maintain records on all employees, drivers and sub-contractors that demonstrate that all requirements of the resulting Agreement have been met. The file shall contain applicable current copies of the following:

1) Department of Motor Vehicle Record’s Check – historical driving record.

2) Department of Justice (DOJ) background checks that meet or exceed state laws.

3) Federal Bureau of Investigation (FBI) background check, to include Child Index.

4) Verification of enrollment in an on-going random drug/alcohol testing program, for drivers authorized by the District for the contract and “for cause” drug/alcohol testing, as deemed appropriate. All drivers must abstain from the use of alcohol and drugs in the performance of their duties under the contract. In addition, drivers will not be under the influence of alcohol or drugs during the performance of their duties under the contract. Any driver who fails a drug and/or alcohol test may NOT be utilized for the contract.

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

6) Current driver’s license appropriate for driving the vehicle type that corresponds with the assignment.

7. QUALITY GUARANTEE
The Contractor agrees to permit the District’s duly authorized agent to inspect any bus(es) at any reasonable time, during normal business hours, subject to coordination with the contracted operating bus carrier relative to location, and the maintenance schedules of the bus(es). The time and place of such inspection shall be as mutually agreed.

Upon arrival for the transportation of District students/staff, bus(es):
- Shall be clean and in good working order;
- Shall not have excessively ripped or stained seat cushions;
- Shall have, where applicable, restrooms that are clean, stocked and functioning; and
- Shall have clean, vacuumed/mopped floors with no trash present (e.g., in a storage area or seatback magazine holder).

8. CANCELLATION BY THE DISTRICT

Contractor shall describe its proposed cancellation policy, including any cancellation penalties when bus trips are canceled by the District.

9. CUSTOMER SERVICE

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

Section II – Format for RFQ Response

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Paragraphs A, B and C below.

A. GENERAL INFORMATION

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________

2. Telephone: Fax: Firm Website: Point of Contact Email:

3. Type of Company: (check one)

   Individual ☐ Partnership ☐ Corporation ☐
4. Names and titles of all principals/officers/partners of the company:

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5. Point of Contact if Contract is awarded

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6. Please attach a short history of the company including whether it is local, national, or international, as well as the approximate number of employees, firm offices, and locations.

B. LEGAL INFORMATION

7. Have you or any of your principals been in litigation or arbitration involving bus service for any public, private or charter K-12 schools during the prior five (5) years?

If yes, provide the name of the school district or school and briefly detail the dispute:

_______________________________________________________________________________
_______________________________________________________________________________
_______________________________________________________________________________

8. Have you ever had a contract terminated for convenience or default in the prior five years?

If yes, provide details including the name of the other party:

_______________________________________________________________________________
_______________________________________________________________________________
_______________________________________________________________________________
9. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

If yes, provide details:

_______________________________________________________________________________
_______________________________________________________________________________
_______________________________________________________________________________

10. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency?

If yes, provide details:

_______________________________________________________________________________
_______________________________________________________________________________
_______________________________________________________________________________

C. REFERENCES

Provide information in the format immediately below for at least three (3) references which you have provided bus services for K-12 public, private or charter schools. Information obtained through the references will be evaluated by the District.

REFERENCE FORMAT

Customer Name:
Contact Name:
Title: Address:
Phone Number: Fax:
Email:
Years of Service: Services Provided:

Section III – Special Instructions and Conditions

A. The San Francisco Unified School District will contract with one or more contractors for transportation services by private owned carriers for both intrastate and interstate travel. Note that interstate travel is limited to adjoining states only. Further, the District expects that all
bidders by the act of their bidding shall be certified in accordance with all applicable laws of the State of California as a SCHOOL PUPIL ACTIVITY BUS and that all drivers of such vehicles will likewise have a valid SPAB license. The District understands that SPAB requirements are invalid outside of California, but upon-re-entering California, SPAB regulations are in effect and the responsible contractor shall notify its terminal closest to the point of re-entry as soon as is possible after re-entry to California. **Bidders shall provide, with their bid, a listing of all SPAB certified drivers that will be employed under the contract and shall include expiration dates** (see Destinations Worksheet). Any driver not listed at the time of bid opening may not be used until approved by the District.

B. All work performed and all equipment used by bidders shall meet all applicable “Regulations and Laws Relating to Pupil Transportation in California” as published by the California State Department of Education. Your signed bid will be considered a declaration that such equipment does, in fact, meet all safety regulations. If vendor utilizes another carrier for whatever reason, the transportation department must be advised before said trip.

C. **Trip Award:**

1. The District will be prudent in awarding trips. District school sites and school programs will be given a list of vendors to contact. Requests for service, both oral and written, when requested must be acknowledged by the contractor within two (2) business days from the date of the order on the Contractor’s standard confirmation form. Only carriers from the Approved Charter Bus Contractor List will be considered.

2. Approved Charter Bus Contractor List. Such list is informal in that it may or may not physically exist in any form.

3. Services from Non-Bidding Contractor. The District may require charter bus transportation services at a time when all bidding contractors are unable to service the request. In such event the District and/or the bidding contractor shall have the right to contract with any non-bidding contractor on a per trip basis provided the non-bidding contractor meets all requirements of the bid specifications as determined by the Director of Transportation.

D. The District reserves the right to assess the contractor damages should the Contractors fail to provide adequate notice of cancellation of equipment and/or trip. The amount of the damages which may be assessed to the contractors shall be equal to the charges to be paid by San Francisco Unified School District for cancellation, plus any costs incurred by District in obtaining an alternate carrier to include the difference in trip fees. In addition, Contractors must pay added cost to District for booking with another company.

E. The District recognizes its liability toward vandalism of the contractor’s property by District passengers. However, the District demands the right to inspect all damage claimed by the Contractor to have been caused by District passengers. Said inspection will be made not later than the next school work day following notification by the Contractor. No compensation will be given the Contractor for such damage unless authorized by the Director of Transportation. The District will make every effort to be reasonable in its evaluation.

F. The term of the anticipated contracts shall be for **one-year**, with an option to extend for two (2) additional one (1) year periods.

G. The rates payable to Contractor are as set forth in the Bus Rate Worksheet, which shall also be
attached to the Agreement. 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.

H. Equipment Summary. Bidders shall furnish with their bid a summary of all vehicles that may be provided to District for use (Equipment Summary Form). In addition, Bidders shall furnish vehicle inspection approval certificates. All buses contracted by the District will be only Charter Coaches. See Bus List – Equipment Summary.

I. The District shall be allowed to book and cancel athletic teams involved in “playoffs,” on short term notice. This privilege will be limited and should not amount to more than 3-4 bookings annually. The definition of “short term notice” shall mean within 12 hours of event for booking and within 24 hours of event for cancellation.

J. Charter Buses must arrive at Pick-Up locations at least twenty (20) minutes prior to departure time.

K. Awarded Carriers must immediately contact the Executive Director of Transportation, Requestor or designee for any of the following while contracted for an event: Bus accident (all types, minor and major); Breakdowns (All incidents in which the bus is not able to precede); Delays (Any delay which will impair the departure/arrival). After hours, contact the SFUSD Security Office at 415-589-8458.

L. All buses provided under the awarded contract must be California Highway Patrol (CHP) SPAB (School Pupil Activity Bus) certified. All buses must be in full operating condition (i.e. air condition, heating).

M. All contract bus drivers will present themselves in a professional manner with both students and staff at all times during contract event period. Failure to do so will disqualify said driver from further contracts with the District. SFUSD’s Transportation Department will review all complaints.
V.  FORMS

Bus Rate Worksheet

Vendor Name: ________________

A.  Rate for Charter Coach:

1.  Up to 10 passenger bus
   $___________________________

2.  22-25 passenger bus
   $___________________________

3.  35 passenger bus
   $___________________________

4.  45-48 passenger bus
   $___________________________

5.  55/56 passenger bus
   $___________________________

6.  58 passenger bus
   $___________________________
B. **Driver Certification Listing (SPAB)**

Bidders shall provide a list of all SPAB certified drivers that will be employed under this contract and shall include expiration dates with their bids. Any driver(s) not listed at the time of bid may not be used until approved by the District.

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*Provide additional names/pages, as necessary.
C. **Bus List – Equipment Summary**

Vendor: __________

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VI. TERMS AND CONDITIONS

By virtue of submitting a proposal each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 2 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 2 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. **Equal Opportunity**
   The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of SFUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and SFUSD policy. In addition, Bidder agrees to require like compliance by all its subcontractors. Bidder shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

2. **Errors and Omissions**
   If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFQ for bidding purposes, without divulging the source of the request for same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFQ known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFQ and addenda thereto, and all related materials and data referenced in the RFQ or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

3. **Bidder Agreement**
   In compliance with this RFQ, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. **Bid Signee**
   If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.
5. **Bidders’ Understanding**  
   It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. **Disposition of Proposals**  
   All materials submitted in response to this RFQ will become the property of the District, and will be returned only at the District’s option and at the bidder’s expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

7. **Awards**  
   The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

8. **District’s Alternative Providers**  
   The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFQ.
**ATTACHMENT 1**

**Authorized Vendor Signature**

**Prime Point of Contact**

**Proposal Submitted by:**

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

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Federal Tax ID Number
ATTACHMENT 2

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; CONTRACT PRICING

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.

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.

CONTRACT PRICING

The rates payable to Contractor are as set forth in the Bus Rate Worksheet, attached to this Agreement.

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.

2. 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):

- Shall be clean and in good working order;
- Shall not have excessively ripped or stained seat cushions;
- Shall have, where applicable, restrooms that are clean, stocked and functioning; and
- Shall have clean, vacuumed/mopped floors with no trash present (e.g., in a storage area or seatback magazine holder);
- Bus environment and Contractor staff shall be appropriate for the transport of students;
- Buses shall have seat belts for all passengers, if and when requested by a school or District site.
- 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:**

- Have all applicable state vehicle permits and licensing.
- 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.
  
  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.

  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.

- 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.
- 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.
- 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;
- 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.
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.

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.

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

E. By signing this Agreement, Contractor certifies compliance with the following requirements:

Tuberculosis Screening: Contractor is required to screen all of its employees who will be working with SFUSD students and/or at sites. Contractor affirms that each employee who will have contact with any SFUSD student(s)/site(s) has current proof of negative TB testing on file and TB results are monitored.

Fingerprinting of Employees and Agents: The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor’s services under this Agreement and Contractor certifies its compliance with these provisions as follows: “Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by SFUSD, or acting as independent contractors of Contractor, who may have contact with SFUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contact with SFUSD pupils in providing services to the District under this Agreement.

F. 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:

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.

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

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

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 best interest of the students being transported.

3. ACCIDENT & OPERATIONAL REPORTS

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.

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

4. CUSTOMER SERVICE

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, bus breakdowns or other issues arise and require immediate remedy by the Contractor.

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.

5. TIME OF THE ESSENCE / ASSESSMENT OF DAMAGES

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.

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.

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.

6. 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.

7. SUBCONTRACTING & ASSIGNMENT OF CONTRACTOR’S RIGHTS

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.

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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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).

13. 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:

1. Comprehensive General Liability Insurance with limits not less than $5,000,000 (five million dollars) each occurrence and $10,000,000 (ten 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.

2. Comprehensive or Business Automobile Liability Insurance with limits not less than $25,000,000 (twenty-five 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 terminated.

3. Workers’ Compensation Insurance, with Employer’s Liability limits not less than $1,000,000 (one million dollars) each accident.
4. 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.

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

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

2. 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.

C. 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.

2. 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.

3. 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.

4. 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.

D. 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

E. 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.

F. 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.
G. 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.

H. 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.

I. 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.

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

14. 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.

15. DEFAULT; REMEDIES

A. Each of the following shall constitute an event of default under this Agreement:

1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in this Agreement.

2) 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 set-forth in Board Rule and 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

21. PROPRIETARY AND CONFIDENTIAL INFORMATION OF THE DISTRICT

A. In connection with this Agreement, the Contractor may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District, its employees or students. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by the District to the Contractor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

B. Contractor shall comply at all times, as applicable, with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of confidential student information, including but not limited to California Education Code sections 49073 and sequential. Contractor shall only access personally identifiable student information pursuant to parent consent, legitimate educational interest pursuant to the performance of this Contract, and/or other applicable provisions federal and state law allowing access to personally identifiable student information. Contractor shall not re-disclose personally
identifiable student information unless pursuant to federal and state law. Contactor shall not use such student information or data for any purpose other than the District’s purposes as specified in this Agreement. Failure to comply with this Section may constitute a material breach if so deemed by the District.

22. 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.

23. MODIFICATION OF AGREEMENT

A. No oral statement of any person whomsoever shall in any manner or degree modify, alter, or otherwise affect the terms of this Agreement.

B. Any modification or amendment to this Agreement shall be in writing and shall be effective upon execution by the duly authorized representatives of the Parties, approval by the Board of Education, and certification in the same manner as this Agreement.

24. CONTRACT INTERPRETATION; CHOICE OF LAW; VENUE

A. Should any questions arise as to the meaning and intent of this Agreement, the matter shall be referred to the Purchaser who shall decide the true meaning and intent of the Contract.

B. This Contract shall be deemed to be made in and shall be construed in accordance with California law without regard to its choice of law provisions. The venue for all claims arising out of this Contract shall be in San Francisco, California.

25. 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:
A. knowingly presents or causes to be presented to an officer or employee of the District, a false claim for payment or approval;

B. 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;

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

D. 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;

E. 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;

F. 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;

G. 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

H. 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.

I. 26. 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.

27. 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.

28. SECTION HEADINGS

The section headings contained in this Agreement are for convenience of reference and are not intended to define or limit the scope of any provision of the Agreement.

29. 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.

30. 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, shall be supervised by Contractor. Verification of Contractor’s staff members’ qualifications shall be made available to the District upon request.

31. 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.

32. 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.

33. 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.

34. CRIMINAL BACKGROUND CHECK; SUBSEQUENT ARREST; TUBERCULOSIS TESTING

A. Criminal Background Check and Subsequent Arrest Notification for Drivers. Contractor shall ensure that each of its drivers holds all required California Highway Patrol (“CHP”) and California Department of Motor Vehicles (“DMV”) certification and licensure, in order to ensure that all of its drivers providing services under this Contract have cleared the criminal background check conducted by the CHP, and are subject to subsequent arrest notification by the CHP and/or DMV. If Contractor learns of a subsequent arrest from CHP or DMV, Contractor will notify the District by telephone and in writing by fax or email, immediately and in no case later than 24 hours after learning of such subsequent arrest. Upon learning of a subsequent arrest, Contractor shall also immediately remove the affected driver(s) from providing services pursuant to this Contract.
B. Criminal Background Check for all Other Contractor Staff (Not Drivers)

1. Contractor is required to comply with the criminal background check provisions of California Education Code ("EC") section 45125.1. Contractor will conduct criminal background checks with the California Department of Justice ("CDOJ") and Federal Bureau of Investigation ("FBI") for all Contractor employees, agents, and volunteers assigned to the District who will have more than limited contact with students pursuant to this Agreement, and Contractor will certify that no employees, agents, or volunteers who have been convicted of a serious or violent felony as defined in EC 45125.1 (citing EC 45122.1), a sexual offense as defined in EC 44010 or a controlled substance offense as defined in EC 44011 (consistent with EC 45123), will have contact with District pupils pursuant to this Agreement. This prohibition does not apply to a conviction for a serious or violent felony for which the employee, agent or volunteer has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code section 4852.01 et seq.

2. District will not be responsible for the cost of the criminal background checks.

3. As written certification of its compliance with this Section, Contractor will complete and submit the Criminal Background Check/Tuberculosis Clearance Certification Form ("CBC/TB form") (ATTACHED). In so doing, Contractor will provide the District with a list of all employees, agents and volunteers who will have more than limited contact with students pursuant to this Agreement and who have cleared the criminal background check as provided for in this Section, and Contractor will list the date of clearance for each such individual.

4. Throughout the term of this Agreement, subsequent to Contractor’s initial submission of the CBC/TB form to District, whenever Contractor hires or otherwise assigns any Contractor employees, agents or volunteers to provide services to the District under this Agreement who will have more than limited contact with students, Contractor will ensure that such individuals complete and clear the criminal background check requirements provided for in this Section, and Contractor will submit additional CBC/TB forms to District to certify that such requirements have been met as to such newly hired/assigned individuals.

5. The criminal background check requirements and subsequent arrest notification requirements (immediately below) of this Section apply only to Contractor’s employees, agents or volunteers who will have more than limited contact with students pursuant to this Agreement. Contractor’s employees, agents or volunteers who will have no contact or only limited contact with students pursuant to this Agreement are not required to meet criminal background check requirements or subsequent arrest notification requirements. If Contractor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with District students, the District’s Cabinet-level Administrator supervising this Agreement has the responsibility to make a reasonable determination of whether Contractor, its employees, agents or volunteers will have only limited contact with students pursuant to this Agreement. The District’s determination shall control.

C. Subsequent Arrest Notification for all Other Contractor Staff (Not Drivers)

1. In addition to the initial criminal background check, Contractor will obtain from the CDOJ subsequent arrest notification service to monitor future arrests of employees, agents and volunteers who will have contact with students pursuant to this Agreement. Contractor is responsible for all costs associated with such subsequent notification service.

2. Upon receipt of any notice that any of its employees, agents, or volunteers who have contact with students pursuant to this Agreement has been arrested for a serious or violent felony as defined in EC 45125.1 (citing EC 45122.1), a sexual offense as defined in EC 44010 or a controlled substance offense as defined in EC 44011 (consistent with
EC 45123), Contractor will immediately prohibit such employee, agent, or volunteer from having any contact with pupils pursuant to this Agreement, and will immediately notify the District.

D. Tuberculosis Testing for all Contractor Staff (Including Drivers)

1. Contractor shall ensure that all Contractor employees, agents and volunteers whose functions require frequent or prolonged contact with District students pursuant to this Agreement will complete and clear tuberculosis examination the same as that described in California Education Code section 49406. Contractor shall ensure that such employees, agents or volunteers who will have contact with students pursuant to this Agreement have completed and cleared the foregoing examination at least once every four (4) years if the Contractor is still rendering services to the District.

2. The District shall not be responsible for the costs of such examination.

3. The District shall be the final arbiter of what constitutes “limited contact” and “frequent or prolonged contact.”

4. The District may, in its sole discretion, waive the provisions of this Section for a specified time period if it determines that emergency or exceptional circumstances exist which threaten student or staff safety if the work is delayed pending clearance.

5. Contractor must complete, sign and submit the Criminal Background Check/Tuberculosis Clearance Written Certification Form (ATTACHED) as written certification of its compliance with the tuberculosis examination requirements of this Section. In so doing, Contractor will provide the District with a list of all employees, agents and volunteers who will have more than limited contact with students pursuant to this Agreement, and who have cleared tuberculosis examination requirements as provided for in this Section and will list the date of tuberculosis clearance for each such individual.

6. Contractor shall maintain on file in its offices documentation of tuberculosis clearance for all of its employees, agents, and volunteers who will have more than limited contact with students under this Contract.

7. Subsequent to Contractor’s initial submission of the CBC/TB form to District, any time that Contractor hires or otherwise assigns any Contractor employees, agents or volunteers to provide services under this Agreement who will have more than limited contact with students, Contractor will ensure that tuberculosis examination requirements are met.

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.

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.

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