



Addendum No. 1 to
RFP 2425-01 Student Charter Bus Transportation Services
Addendum Dated: August 29, 2024
Original RFP Issued Date: August 16, 2024

The RFP is updated as follows:

14. MINIMUM REQUIREMENTS:

updated as follows:

- **Charter Bus Cancellations:** ~~On the day of the scheduled trip and before the driver has reported to work, the charge to District will be two hundred fifty dollars (\$250). If the driver has reported to work or is on the road, or is at the school site, the flat rate for 2-6 hours will be two hundred fifty dollars (\$250) charge will be assessed to the District. Likewise, failure of the Contractor to provide District with 24-hour notice of trip cancellation will result in the same cancellation charge of two hundred fifty dollars (\$250), to be paid to the District by the Contractor.~~ **When replying to this RFP, the contractor shall disclose the cancellation policy in the "ADDITIONAL FEES (OPTIONAL):" section of ATTACHMENT C- COST PROPOSAL FORM.**
- **Attendant/Aides:** The District may have a need to require that an attendant accommodate a student. ~~In some cases, the awarded Contractor may be required to provide the aide/attendant. The cost will be a responsibility of the District, and the District will decide if the Contractor or District will provide the aide/attendant on a per case and availability basis. Attendants must always meet the approval of the District.~~ **The Contractor will not be responsible for providing the aid/attendant.**



• UNION SCHOOL DISTRICT •

**RFP 2425-01
REQUEST FOR PROPOSALS
FOR**

**STUDENT CHARTER BUS
TRANSPORTATION SERVICES**

Please respond on or Before:
September 4, 2024, by 12:00:00 PM

Del Mar Union School District
Attn: Business Support Services
11232 El Camino Real, Ste. 100
San Diego, CA 92130

Any questions related to this solicitation should be directed to:
Marley Nelms, Director of Business Support Services
mnelms@dmusd.org

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NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the Del Mar Union School District (DMUSD) of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive on or before **12:00:00 p.m. PST on September 4, 2024**, sealed proposals for the award of contract for the following:

Request for Proposals RFP 2425-01 STUDENT CHARTER BUS TRANSPORTATION SERVICES

Proposals shall be received by the Del Mar Union School District, Business Support Services Department, at 11232 El Camino Real, Suite 100, San Diego, CA 92130.

All interested parties may obtain a copy of the RFP online at:

<https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities>

All requests for interpretation of proposal documents must be in writing and emailed to mnelms@dmusd.org.

Questions are due no later than 12:00:00 p.m. on August 27, 2024. No other questions or requests for information will be accepted after this time and date. All addenda and clarifications will be posted online at <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities>.

Each proposal must conform and be responsive to this Notice, the Proposal Instructions and Conditions, and all other documents related to this solicitation.

RFP documents are available online from Del Mar Union School District's website, Business Support Services: <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities>. Proposers shall be responsible for monitoring the website to obtain information regarding any revisions for this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

The evaluation criteria specified herein will be used to determine which of the proposals provided the best quality for Del Mar Union School District at the most economical cost. The District reserves the right to accept or reject any or all proposals, waive all technicalities, and accept the proposals(s) most favorable to the District. Recognizing that the lowest proposer may not be able to meet all needs of the District on any given date/time, qualified proposers will be awarded contracts and will be given the opportunity to provide trips in a capacity that matches the capacity of their company's buses. The District has the right to ask for any clarifications on any or all proposals.

Proposals must be effective for sixty (60) days following the deadline for the receipt of proposals.

RFP 2425-01 KEY EVENTS SCHEDULE

KEY EVENTS	DATE
RFP POSTING AND OFFICIAL NOTICE	August 16, 2024
PUBLICATION	August 16 & August 23, 2024
DEADLINE FOR WRITTEN QUESTIONS, NO LATER THAN 12:00:00 PM	August 27, 2024
DISTRICT DEADLINE FOR RESPONDING TO QUESTIONS AND FINAL ADDENDUM POSTED	August 29, 2024
PROPOSAL SUBMITTAL DUE DATE AT 12:00:00 PM	September 4, 2024
DMUSD BOARD APPROVAL (ESTIMATE ONLY)*	September 11, 2024

*Subject to District discretion

INFORMATION TO PROPOSERS

GENERAL CONDITIONS AND INSTRUCTIONS

1. **SECURING DOCUMENTS:** Specifications and all other solicitation documents will be available online to maximize fair and open competition at <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities>.
2. **ETHICS:** DMUSD expects respondents to maintain high ethical standards throughout the competitive solicitation process. The proposal amount of one respondent shall not be disclosed to another respondent. DMUSD will consider any respondent found to be engaging in such practices to be a non-responsible proposer/bidder and may reject its proposal on that ground.
3. **RESTRICTIONS ON LOBBYING AND CONTACTS:** Respondents are instructed not to make personal contact with members of the School Board and/or District Administration. Attempts at contacting anyone other than contact indicated in this RFP may result in disqualification.

Any questions regarding this solicitation process should be directed to mnelms@dmusd.org. Questions must be received by August 27, 2024, 12:00:00 PM local time and must be submitted in writing. Responses to questions will be uploaded as an addendum on the district website at <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities>.

Only questions answered by formal written addenda will be binding.

4. **ERRORS AND OMISSIONS:** It shall be the responsibility of the proposing vendor to acquaint themselves with the contract documents before submitting a proposal. The proposer shall assume full liability for any errors or omissions in its proposal.
5. **WITHDRAWAL OF PROPOSALS:** Any proposing vendor may withdraw their proposal at any time prior to the scheduled time for proposal opening. Withdrawal request must be in writing and submitted to mnelms@dmusd.org. No proposer may withdraw their proposal for a period of sixty (60) days after the date set for proposal opening. A successful proposer shall not be relieved of the proposal submitted without the DMUSD's consent or proposer's recourse to Public Contract Code Sections 5100 et. seq.
6. **ADDENDA:** Any Addenda issued by DMUSD during the time of solicitation shall be posted online at <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities> and incorporated into contract documents. Proposers shall be responsible for monitoring the website to obtain information regarding any revisions for this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.
7. **INTERPRETATION OF PROPOSAL DOCUMENTS:** If a proposing vendor is in doubt as to the true meaning of any part of the contract documents or finds discrepancies in, or omissions from the specifications or terms, he or she may submit to a written request for interpretation or correction thereof. Any interpretation will be made only by written addendum. Interpretation will be posted online as an addendum at <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities> on August 29, 2024. No oral interpretation will be provided to any proposing vendor.
8. **RESTRICTED PROPOSAL:** Only those companies fully licensed, equipped, and experienced in the work being performed, with skilled personnel immediately available and able to obtain necessary components immediately, shall be considered qualified Proposers for this contract.

9. **NO CONTACT WITH THE BOARD OF TRUSTEES:** Proposers may not contact any member of the Del Mar Union School District Board of Trustees regarding this RFP unless specifically invited to an interview conducted by the Board.
10. **NON-DISCRIMINATION:** The Del Mar Union School District does not discriminate in the selection, acceptance, or treatment of any Contractor based on race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship within the limits imposed by law. The District likewise prohibits discrimination by Contractors and may require the successful contractor(s) to give written notice of their obligations to labor organizations with which they have a collective bargaining or other agreement in compliance with Government Code 12990.
11. **METHOD OF AWARD:** The award of contract(S), if made by the DMUSD, will be to the responsive and responsible proposer(s) whose proposal(s) has been determined to be the most advantageous to the DMUSD with price and other factors considered. Proposers are responsible for providing all materials to meet specifications as presented unless otherwise outlined within this RFP.

Award shall be based on the highest number of points given during the evaluation process based on the weighted factors indicated in the RFP Scoring Rubric included in this RFP. The decision resulting from the evaluation process as to which proposal best meets the needs of the DMUSD remains the sole responsibility of the District and is final.

12. **MULTIPLE AWARDS:** The evaluation criteria specified herein will be used to determine which of the proposals provided the best quality for Del Mar Union School District at the most economical cost. The District reserves the right to accept or reject any or all proposals, waive all technicalities, and accept the proposals(s) most favorable to the District. Recognizing that the lowest proposer may not be able to meet all needs of the District on any given date/time, qualified proposers will be awarded contracts and will be given the opportunity to provide trips in a capacity that matches the capacity of their company's buses. The District has the right to ask for any clarifications on any or all proposals.
13. **SCOPE OF PROPOSAL:** The District desires to contract with one or more contractors for student charter bus transportation services provided by privately owned carriers for student travel outside of the District boundaries with routes to and from YMCA Camp Marston. Successful contractors will be required to supply School Bus and Charter Bus equipment and drivers that meet all State and District requirements. The Contractor shall furnish, operate, and maintain one or more School Pupil Activity Buses (SPAB) for the transportation of pupils and other persons at such times and places as may be specified by the District to support the Outdoor Education Program. Such Transportation may occur on any day or days during the term of the contract.
14. **MINIMUM REQUIREMENTS:**
- The District expects that all proposers/bidders at the time of the proposal/bid opening, by the act of their proposal/bid, own or lease the equipment, that will be provided to transport students and that all drivers will be employees (not subcontractors) of the proposing/bidding company.
 - Proposers/Bidders may NOT subcontract out any or the whole portion of the work to be provided under this contract.
 - The Contractor shall not assign, transfer, or subcontract any of its rights, burdens, duties, or obligations without the written consent of the District, except on a short-term, interim basis in the event of an emergency.
 - The District expects that all bidders, by the act of their bidding, shall be certified in accordance with the applicable laws of the State of California as a School Pupil Activity Bus (SPAB) and that all drivers of such vehicles will likewise have a valid School Bus or SPAB license whether or not

passengers are student or adults on school or District related activities utilizing either public or private funds.

- 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. A signed bid will be considered a declaration all vehicles to be used in the execution of the contract, if awarded, does and will be SPAB or school-certified vehicles and will continue to meet all safety regulations.
- **Contractor Covenant:** While performing the services and duties required hereunder, Vehicle Code and all other applicable laws, and further agrees to comply with all rules and regulations established by the State Board of Education of California, the Department of Education of the State of California, and by the District relating to the safe transportation of pupils.
- **School Pupil Activity Bus (SPAB) and Driver Regulations:** All drivers are to be fully certified SPAB or school bus operators with the necessary license and credentials. The District retains the right to inspect both driver and buses/vehicles to ensure these requirements are met before leaving on any scheduled trip/route.
- All buses being used under this bid are to be certified SPAB buses.
- In addition, at the time of contract award, SPAB carriers will provide a current copy of:
 - i. A list of SPAB-certified buses in the fleet (include bus number, Make, Model, year or Mfg. VIN, license, capacity, and last inspection date by CHP on each bus), and
 - ii. A complete list of all SPAB drivers (include name, CDL number, expiration date, medication expiration date, and length of employment).
 - iii. These lists shall be updated and sent to the District’s Business Services Department upon request.
 - iv. During the contract duration, if awarded, the Contractor shall notify the District in writing within ten (10) days of any additions or deletions of equipment and drivers.
- **Pass-Through Fees:** Charter Service- Parking fees, entrance fees, tolls, hotel fees, aides (as determined necessary by District Staff), and any additional time added to the pre-trip itinerary if approved or ordered by the trip chaperon (prior to the date of event), shall be expenses of the District and will be payable to the Contractor. Shuttle Service-Parking fees, entrance fees, tolls, or aides (as determined necessary by District Staff) shall be expenses of the District and will be payable to the Contractor. Contractors should be prepared to prepay and add these expenses to the trip invoice.
- **Suspension by District:** The District’s Business Department designee reserves the right to suspend a Contractor for excessive equipment failure and/or breakdowns, excessive trip refusals, and or immediately if any certifications are expired or non-existent.
- **Inspection of Contractor’s Facility:** The District reserves the right to visit the carrier’s properties and inspect driver records, vehicle records, and vehicle shop at any time prior to the award of the contract or during the contract term.
- **Fleet Roster:** The Bidder shall provide a fleet roster of proposed vehicles, listing make, model, seating capacity, on-board lavatory facility, air-condition, year of manufacture, and fleet ID. Vendor may utilize the attached form to provide their own fleet roster.
- **Wheelchair Access Buses:** The District may have a requirement for wheelchair access buses for charter trips. No specifics are listed on the Bid Form, therefore, the Contractor shall identify their accessible buses on the fleet roster.
- **Inspection Reports:** Prior to starting date of the contract, the vendor must furnish the District proof in the form of school bus inspection reports or SPAB reports that all buses/vehicles used to transport students have been inspected by the California Highway Patrol and meet all rules and regulation of the California Vehicle Code, California Education Code, and the California Department of Education for school buses if applicable. All students must be seated as provided for in the Education Code. Vendor agrees to maintain a satisfactory Motor Carrier rating with the California Highway Patrol. Failure to maintain this rating shall be justification for immediate exclusion from the contract. Vendor must furnish proof of this rating with the submission of bid documents.

Preceding paragraph does not apply to motor vehicles subject to and meeting all of the requirements of the Public Utilities Commission as provided for in Education Code Section 39830.

District reserves the right to physically inspect the carrier's vehicles, drivers, records, licenses, and carrier terminal facilities.

- **Accident Procedures:** In case of accident, it shall be the responsibility of the vendor to first notify the California Highway Patrol and second, notify the District's Business Department. All reportable accidents (As defined by law) involving the Contractor's equipment or personnel or students being transported while operating for the District shall be reported to the District on the Contractor's form. Student injuries not involving acceleration, deceleration, or movement of the bus may be reported on forms provided by the District, at its option.

A preliminary report shall be made to the District and reported to the school site administrator within 30 minutes following the accident and shall include whether any fatalities or injuries occurred and a generalization of property damage and whereabouts of the students. A written report shall be filed within 24 hours. Written follow-up accident reports shall be made and a legible copy of the CHP local law enforcement agencies report and any of the contractor's official reports shall be sent to the district within five days or whenever completed whichever is earliest. Time is of the essence in the performance of the section of the agreement.

The Contractor will be required to provide operational records deemed necessary by the District. All reportable (as defined by law) accidents involving the Contractor's equipment or personnel while operating for the District, shall be reported to the District.

Pupil injuries not involving acceleration, deceleration, or movement of the bus may be reported on forms provided by the District, at its discretion.

- **Multiple Bus Travel:** The District requires all buses travel together whether they are the same or different carriers if trips consist of more than one bus unless directed otherwise by the trip chaperon.
- **Bus-to-Bus Communication:** The District requires bus-to-bus communication and emergency communication. Cellular phones, while not required, are preferred.
- **Bus Driver Responsibilities:** The trip chaperone(s) and the bus driver must work in unison on any bus trip. However, when a safety or driving-related issue is raised, the bus driver has the final authority and ultimate responsibility.

The driver will arrive at the pickup point a minimum of ten (10) minutes prior to the scheduled departure time for the loading of equipment. Pickup and discharge of students shall be made at designated points only.

Upon arrive at the trip destination, the driver will keep the trip chaperon informed as to the location of the bus and unless excused by the trip chaperon, will remain in the immediate area of the bus.

A SPAB or school bus vehicle shall not be put into motion until all passengers are seated (CCR1217E). All passengers must remain seated while the bus is in motion. Only the trip chaperon may stand or walk while the bus is in motion to supervise students. The Trip chaperone must coordinate their movements on the bus with the driver to ensure his/her safety.

Drivers may be required to assist in the loading or unloading of luggage as required by the group.

Prior to departing on any trip, the Driver will review weather conditions for the proposed route. If weather conditions are deemed to be unsafe, trips will be reviewed and if needed, delayed until such time conditions improve. Trips may be canceled due to these conditions.

In the event that a driver encounters reduced visibility during a trip that in their opinion causes it to be unsafe, the driver has the responsibility to pull the vehicle over in a safe location and wait until conditions improve. Drivers shall notify, or cause to be notified, the District Business Services Department of the delay as soon as possible. This will allow the District to notify the affected school sites or parents of the delay.

In accordance with Education Code 39831.5(4), Safety instruction is to be given to all pupils regardless of grade level prior to departure on each school activity trip. The instruction must include the location of emergency exits and location and use of emergency equipment. The driver of the trip must sign a trip document certifying that they have given the safety instruction to the group, prior to departure of the trip.

- **Charter Bus Cancellations:** ~~On the day of the scheduled trip and before the driver has reported to work, the charge to District will be two hundred fifty dollars (\$250). If the driver has reported to work or is on the road, or is at the school site, the flat rate for 2-6 hours will be two hundred fifty dollars (\$250) charge will be assessed to the District. Likewise, failure of the Contractor to provide District with 24-hour notice of trip cancellation will result in the same cancellation charge of two hundred fifty dollars (\$250), to be paid to the District by the Contractor.~~ **When replying to this RFP, the contractor shall disclose the cancellation policy in the "ADDITIONAL FEES (OPTIONAL):" section of ATTACHMENT C- COST PROPOSAL FORM.**
- **Charter Bus Service Breakdowns or Mechanical Failures:** If a breakdown or failure occurs en route and/or if vendor does not arrive within 30 minutes of scheduled departure time or arrival time, damages and the total expense incurred to complete the departure time or arrival time, damages and the total expense incurred to complete the assignment, including the cost of any other vendor's chartered service or rental of other vehicles required to complete the trip and/or other expenses incurred to deliver or pick up passengers if necessary, will be the responsibility of the contractor hired for the trip.

Damages for a late departure or arrival will be owed to the District and will be figured by prorating and reducing the cost of the trip on a percentage basis using the total scheduled duration of the trip, divided by the length of the delay. Payment of the fees for damages, and/or reimbursement for actual expenses incurred by the District to complete the trip may be made by a reduction from an unpaid invoice for other trips or will be invoiced to the Contractor by the District and paid to the District no later than 15 days after receipt of the invoice.

- **Charter Bus Service Time to respond for Quotes for service to schools:** Vendor agrees to deliver a requested quote for service a minimum of 48 hours from the time request is sent so that district school sites know whether the vendor can provide service and the exact cost and times of pickup and delivery on business workdays, Monday-Friday, except National Holidays.
- **Attendant/Aides:** The District may have a need to require that an attendant accommodate a student. ~~In some cases, the awarded Contractor may be required to provide the aide/attendant. The cost will be a responsibility of the District, and the District will decide if the Contractor or District will provide the aide/attendant on a per case and availability basis. Attendants must always meet the approval of the District.~~ **The Contractor will not be responsible for providing the aid/attendant.**
- **Failure to Comply:** Should the Contractor fail to comply with any of the terms or conditions set forth in the Agreement, or should the District determine that the Contractor is in any other way unfit, unqualified, or unable to perform the transportation needs of the District to this Agreement then and in that event with a thirty (30) day written notice to the Contractors this Agreement may be terminated. Any expense incurred by the District as a result of the Contractor's failure to

perform in accordance with the terms of this Agreement shall be deducted from the payments stipulated herein. The right to terminate shall be in addition to any other legal remedy of the District because of breach of contract by the Contractor. Further, the Contractor agrees to reimburse the District for all legal fees and expenses resulting from a legitimate claim or claims being filed by the District to enforce their rights pursuant to the provisions of this Agreement.

15. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

Number of Copies: Each vendor must **submit three (3) hardcopies and one (1) electronic copy on a flash drive of its proposal to the District.** Hard copy must have a wet signature. Faxed or emailed responses will not be accepted.

PREPARATION OF PROPOSAL: Prices shall be stated in units specified. The District will not be responsible for errors in extensions. The right is reserved to reject any and/or all proposals; to waive any irregularities or informalities in any proposal; and to accept or reject any items in the proposal. The term "proposal" shall also mean bid, quotation, and offer.

Respondents shall be solely responsible for examining the RFP Documents, including any addenda issued during the bidding period. Failure of respondent to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

SUBMITTING PROPOSALS: Proposal must be delivered via postal service or in person to: Del Mar Union School District, Attn: Business Support Services, 11232 El Camino Real, Ste. 100, San Diego, CA 92130 by the time prescribed in the Request for Proposal (RFP). All proposals shall be enclosed in a sealed envelope bearing the name of the proposer, RFP date and RFP number. Proposals received will be time stamped according to the Del Mar Union School District Office clock. No proposals will be accepted after the stated due date and time.

PROPOSAL CONTENTS

Please address the following points in your proposal. Separate proposal into sections.

- I. **COVER LETTER:** The cover letter shall include a brief statement of intent for the services offered to the District and ability to meet all minimum requirements as outlined in Section 14 (Minimum Requirements), and a signature of an authorized officer of the organization, who has legal authority in such transactions. The cover letter shall provide the name, position, and full contact information for the individual designated as the Proposer's contact for this proposal.
- II. **BACKGROUND AND EXPERIENCE:** The description shall show the contractor possesses demonstrated skills and experience in specific areas of the RFP.
Section must include: Max three (3) pages.
 - a. Background of company and detail for any project that relates specifically to this RFP
 - b.. Describe the company's experience in conducting these types of services; please feel free to include any other relevant information, experience, or skills which increase the value of your firm's offering and services
 - c. Please identify, by name, the officers of your firm or agency and provide a brief professional bio of each person
- III. **COST PROPOSAL FORM:** Please provide flat rate one-way cost proposal for one way transportation as outlined in proposal form, to include \$Cost and # of Pax (passengers) per bus. If additional fees apply, such as: Hourly Rate, Additional Hourly Rates (if applicable), Fuel Surcharge (if applicable); additional fees; please include as an additional page.
- IV. **FLEET ROSTER OF PROPOSED VEHICLES:** The Bidder shall provide a fleet roster of proposed vehicles for Routes one (1) and two (2), listing make, model, seating capacity, on-

board lavatory facility, air-condition, year of manufacture, and fleet ID. Vendor may utilize the attached form or attach their own fleet roster to this form.

- V. REFERENCES:** Respondents to this RFP must provide a minimum, three (3) complete references for School Districts within the state of California. All references provided must be for Districts currently under contract for services, or former customers. Vendor may utilize the attached form or provide their own.

- 16. EVALUATION CRITERIA:** The evaluation criteria specified herein will be used to determine which of the proposals provided the best quality for Del Mar Union School District at the most economical cost. The District reserves the right to accept or reject any or all proposals, waive all technicalities, and accept the proposals(s) most favorable to the District. Recognizing that the lowest proposer may not be able to meet all needs of the District on any given date/time, qualified proposers will be awarded contracts and will be given the opportunity to provide trips in a capacity that matches the capacity of their company's buses. The District has the right to ask for any clarifications on any or all proposals.

The District may request additional information from Proposers to clarify any element of any proposal. The District reserves the right to make independent investigations as to the qualification of Proposer(s).

The District reserves all its rights and options including:

- To reject any all proposal(s) that fail to meet the requirements of this RFP
- To accept proposals(s) that re, in the judgment of the District, int ehbest interest of the District
- Ro request clarification from any proposer
- To reject clarification from any proposer
- To reject any and all non-responsive proposal(s)
- To waive irregularities in any proposal that the District may elect to waive
- To reject all proposals without cause
- To issue subsequent requests for new proposals
- To discontinue discussions after commencing discussion with a proposer and commence discussions with another proposer

By responding to the RFP, proposer acknowledges that this is for the performance of a service and shall be determined upon finding the best match for the purposes of the district an that lowest responsible proposer requirements do not apply.

The District shall evaluate proposals based on the criteria listed below and totaling a maximum of 100 possible points.

Evaluation Criteria	Possible Points
I. Cover Letter	30
II. Background and Experience	30
III. Cost Proposal	20
IV. Fleet Roster	10
V. References	10
Total Possible Points	100

END OF GENERAL CONDITIONS AND INSTRUCTIONS

ATTACHMENT A
RFP 2425-01 PROPOSAL CHECKLIST

Complete this checklist to confirm the items have been included with your company's proposal. To be considered responsive, all required attachments must be returned. This checklist should be returned with your proposal.

I have completed and included the following attachments:

Documentation required at the time of submission:	
	Three (3) Hard Copies of Proposal
	One (1) Electronic Copy of Proposal (USB) Drive
	Proposal Checklist (Attachment A)
	Proposal Form (includes acknowledgement of Addenda) (Attachment B)
	Cost Proposal Form (Attachment C)
	Fleet Roster Form (Attachment D)
	References Form (Attachment E)
	Non-Collusion Declaration (Attachment F)
	Certificate Regarding Drug-Free Workplace (Attachment G)
	Certificate Regarding Alcoholic Beverage and Tobacco Free Campus Policy (Attachment H)
	Contractor Certificate Regarding Workers Compensation (Attachment I)
	Certification of Employee Background (Attachment J)
Documentation Required Upon Notification of Contract Award:	
	Agreement (Attachment K)
	Certificate of Liability Insurance (COI)- Proof of: <div style="margin-left: 40px;"><ol style="list-style-type: none">1. General Liability2. Automobile3. Workers' Compensation</div>
	W-9 Form

END OF PROPOSAL CHECKLIST

ATTACHMENT B
PROPOSAL FORM

Having carefully examined the Proposal Notice, Terms, Conditions, Specification, and Proposal Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions at quoted prices unless noted in writing.

The undersigned affirms that they are duly authorized to execute this proposal and that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other proposer.

ADDENDA (if any): Issued in accordance with the Instructions to Proposers, the undersigned acknowledges receipt of Addenda Nos. _____ dated _____.

The undersigned hereby proposes and agrees to furnish and deliver the goods and services per the terms, conditions, specifications and quoted prices.

Corporate Seal
(If a corporation)

Proper name of Individual, Company, or Corporation

Authorized Signature

Type or Print Signer's Name

Title

Address

Telephone

E-Mail

Date

ATTACHMENT C
COST PROPOSAL FORM

Please read complete RFP documents for all terms and conditions that will apply to contract(s) awarded.

PROPOSED ROUTE 1:

Proposed Route Pickup:	Proposed Route Destination: <u>Road Restriction:</u> Must use 40' or smaller vehicle	School Pupil Activities Bus (SPAB) \$One-Way Cost /#____ Pax Bus
Ashley Falls School 13030 Ashley Falls Drive San Diego, CA 92130	YMCA Camp Marston 4761 Pine Hills Rd., Julian, CA 92036	\$_____/#____ Pax Bus \$_____/#____ Pax Bus
Carmel Del Mar School 12345 Carmel Park Drive San Diego, CA 92130	YMCA Camp Marston 4761 Pine Hills Rd., Julian, CA 92036	\$_____/#____ Pax Bus \$_____/#____ Pax Bus
Del Mar Heights School 13555 Boquita Dr. Del Mar, CA 92014	YMCA Camp Marston 4761 Pine Hills Rd., Julian, CA 92036	\$_____/#____ Pax Bus \$_____/#____ Pax Bus
Del Mar Hills Academy 14085 Mango Dr. Del Mar, CA 92014	YMCA Camp Marston 4761 Pine Hills Rd., Julian, CA 92036	\$_____/#____ Pax Bus \$_____/#____ Pax Bus
Ocean Air School 11444 Canter Heights Dr. San Diego, CA 92130	YMCA Camp Marston 4761 Pine Hills Rd., Julian, CA 92036	\$_____/#____ Pax Bus \$_____/#____ Pax Bus
Pacific Sky School 6631 Solterra Vista Parkway San Diego, CA 92130	YMCA Camp Marston 4761 Pine Hills Rd., Julian, CA 92036	\$_____/#____ Pax Bus \$_____/#____ Pax Bus
Sage Canyon School 5290 Harvest Run Dr. San Diego, CA 92130	YMCA Camp Marston 4761 Pine Hills Rd., Julian, CA 92036	\$_____/#____ Pax Bus \$_____/#____ Pax Bus
Sycamore Ridge School 5333 Old Carmel Valley Rd. San Diego, CA 92130	YMCA Camp Marston 4761 Pine Hills Rd., Julian, CA 92036	\$_____/#____ Pax Bus \$_____/#____ Pax Bus
Torrey Hills School 10830 Calle Mar De Mariposa San Diego, CA 92130	YMCA Camp Marston 4761 Pine Hills Rd., Julian, CA 92036	\$_____/#____ Pax Bus \$_____/#____ Pax Bus

PROPOSED ROUTE 2:

Proposed Route Pickup:	Proposed Route Destination: Road Restriction: Must use 40' or smaller vehicle	School Pupil Activities Bus (SPAB) \$One-Way Cost /#____ Pax Bus
YMCA Camp Marston 4761 Pine Hills Rd., Julian, CA 92036	Ashley Falls School 13030 Ashley Falls Drive San Diego, CA 92130	\$_____/#____ Pax Bus \$_____/#____ Pax Bus
YMCA Camp Marston 4761 Pine Hills Rd., Julian, CA 92036	Carmel Del Mar School 12345 Carmel Park Drive San Diego, CA 92130	\$_____/#____ Pax Bus \$_____/#____ Pax Bus
YMCA Camp Marston 4761 Pine Hills Rd., Julian, CA 92036	Del Mar Heights School 13555 Boquita Dr. Del Mar, CA 92014	\$_____/#____ Pax Bus \$_____/#____ Pax Bus
YMCA Camp Marston 4761 Pine Hills Rd., Julian, CA 92036	Del Mar Hills Academy 14085 Mango Dr. Del Mar, CA 92014	\$_____/#____ Pax Bus \$_____/#____ Pax Bus
YMCA Camp Marston 4761 Pine Hills Rd., Julian, CA 92036	Ocean Air School 11444 Canter Heights Dr. San Diego, CA 92130	\$_____/#____ Pax Bus \$_____/#____ Pax Bus
YMCA Camp Marston 4761 Pine Hills Rd., Julian, CA 92036	Pacific Sky School 6631 Solterra Vista Parkway San Diego, CA 92130	\$_____/#____ Pax Bus \$_____/#____ Pax Bus
YMCA Camp Marston 4761 Pine Hills Rd., Julian, CA 92036	Sage Canyon School 5290 Harvest Run Dr. San Diego, CA 92130	\$_____/#____ Pax Bus \$_____/#____ Pax Bus
YMCA Camp Marston 4761 Pine Hills Rd., Julian, CA 92036	Sycamore Ridge School 5333 Old Carmel Valley Rd. San Diego, CA 92130	\$_____/#____ Pax Bus \$_____/#____ Pax Bus
YMCA Camp Marston 4761 Pine Hills Rd., Julian, CA 92036	Torrey Hills School 10830 Calle Mar De Mariposa San Diego, CA 92130	\$_____/#____ Pax Bus \$_____/#____ Pax Bus

ADDITIONAL FEES (OPTIONAL):

Vendor Name:_____

Authorized Representative Name: _____

Authorized Representative Signature: _____

Date: _____

ATTACHMENT D
FLEET ROSTER FORM

Please indicate any specialized equipment (buses that accommodate handicapped riders, car seats as required for small children, etc.) that your company can provide.

Vendor may provide own fleet roster and attach to this form for proposal submittal.

[illegible]

ATTACHMENT E
REFERENCES FORM

Please provide a minimum, three (3) complete references for School Districts within the state of California. All references provided must be for Districts currently under contract for services, or former customers. Vendor may utilize the attached form or provide their own.

This Reference Form is part of the Proposal Requirements:

Name of School District: _____

City: _____

Contact Name: _____ **Phone:** _____

Email: _____ **Current Contract: Yes or No**

Name of School District: _____

City: _____

Contact Name: _____ **Phone:** _____

Email: _____ **Current Contract: Yes or No**

Name of School District: _____

City: _____

Contact Name: _____ **Phone:** _____

Email: _____ **Current Contract: Yes or No**

ATTACHMENT F
NON-COLLUSION DECLARATION

State of California)
)
County of _____)

I, _____ declare as follows:

That I am the _____ of _____, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Proper Name of Bidder / Company Name

Signature of Authorized Agent/Officer

Date

ATTACHMENT G
CERTIFICATE REGARDING DRUG-FREE WORKPLACE

Del Mar Union School District Policy 4004 in relevant part provides:

This Board Policy is adopted pursuant to the federal Drug-Free Workplace Act of 1988, the federal Drug-Free Schools and Communities Act Amendments of 1989, and the California Drug-Free Workplace Act of 1990. It is the policy of the District that all its workplaces and facilities be drug and alcohol free.

The unlawful manufacture, distribution, dispensation, possession, or use of any alcohol beverage, drug or controlled substance in any workplace or facility of the District is strictly prohibited. All employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of alcohol or a controlled substance in any workplace or facility of the District. All employees will abide by this prohibition as a condition of employment. Any employee who violates this prohibition will be disciplined up to and including dismissal, and/or required to satisfactorily complete a drug abuse assistance or rehabilitation program selected by the District in conformance with law.

All employees must notify the Superintendent in writing within five (5) days of any drug or alcohol statute conviction for a violation occurring in any workplace or facility of the District. A conviction includes any finding of guilt, including a no contest pleas, or imposition of a sentence. Any employee who is convicted of such a violation will be disciplined up to and including dismissal, and/or required to satisfactorily complete a drug abuse assistance or rehabilitation program selected by the District in conformance with law.

Each District consultant, contractor and vendor shall, moreover, advise the District whether they have a policy or procedure for maintaining a drug free workplace at the consultant's, contractor's, or vendor's own place of business and if so, shall briefly describe it in writing to District officials.

If awarded contract for above referenced bid, contractor agrees to comply with Del Mar Union School District Board Policy 4020 as detailed above.

**In accordance with the above, the following must be signed
and filed with the awarding body as part of the bid package.**

Business name:

Does _____ Does not _____ Have a policy or procedure for maintaining a drug free workplace at their own place of business.

_____ Attached is a copy of such policy or procedure or

_____ Following is a brief description of such policy or procedure:

Signature: _____ Date: _____

Title: _____

Legal Reference: the Drug Free Workplace Act of 1988 and Public Law 100-690 Section 5151-5160

ATTACHMENT H
CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO FREE CAMPUS POLICY

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles.

Date: _____

Contractor: _____

By (signature): _____

ATTACHMENT I
CONTRACTOR CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700

"Every employer except the State and all political subdivision or institutions thereof, shall accrue the payment of compensation in one or more of the following ways:

- a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in his State.
- b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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

Bidding Vendor

Signature of Authorized Representative

Date

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

ATTACHMENT J
CERTIFICATION OF EMPLOYEE BACKGROUND

CERTIFICATION OF EMPLOYEE BACKGROUND

Concerning Department of Justice (DOJ) Fingerprint and Criminal Background
Investigation Requirements of Education Code (EC) Section 45125.1 et seq.

To: Del Mar Union School District
Attn: Marley Nelms
11232 El Camino Real
San Diego, California 92130
Email: _____

Vendor: _____
Attn: _____
Address: _____
City, State, Zip Code: _____
Email: _____

With respect to the ☐ Agreement ☐ Proposal dated _____ between the Del Mar Union School District ("District") and the individual, company, or contractor named above ("Vendor") for provision of _____ services.

Please check all appropriate boxes and sign below:

REQUIREMENTS SATISFIED

- ☐ A) The Vendor certifies to the District that it has completed the criminal background check requirements of EC 45125.1 and that none of its employees that may come into contact with, or interact with, District students have been convicted of a felony.
ORI # _____

List or attach names of all employees that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

Employee	Employee	Employee

WAIVER REQUEST

- ☐ B) **FOR CONSTRUCTION OR REPAIR CONTRACTS ONLY.** The Vendor seeks a waiver of the DOJ fingerprint & criminal background investigation permitted by EC section 45125.1. Vendor acknowledges that the District may approve or reject any waiver request in its sole discretion. Vendor and its employees will have more than LIMITED CONTACT with pupils but will ensure that one (1) or more of the following are utilized to protect pupil safety. [EC 45125.2(a)].

Check all methods to be used:

- ☐ 1) Installation of a physical barrier at the worksite to limit contact with students.
- ☐ 2) Continual supervision and monitoring of all employees of the Vendor by an employee of the Vendor, who has complied with EC section 45125.1: _____ (employee name).
- ☐ C) **FOR ANY CONTRACT INCLUDING CONSTRUCTION OR REPAIR CONTRACTS.**
- ☐ 1) Surveillance of employees of the Vendor by school personnel: _____
(District employee name to be filled in by District).
- ☐ 2) The services provided by the Vendor are for an "emergency or exceptional situation" per EC 45125.1(b) or EC 45125.2(d).

I certify under penalty of perjury that the information contained in this Certification and any attachment is true and correct. I understand that it is Vendor's sole responsibility to provide the District with any subsequent arrest and conviction information it receives throughout the duration of the contract between the District and Vendor.

Print or type name and title of CERTIFYING AUTHORITY: _____

Signature of CERTIFYING AUTHORITY: _____ Date: _____

ATTACHMENT K

SERVICE AGREEMENT

RFP 2425-01

STUDENT CHARTER BUS TRANSPORTATION SERVICES

This Service Agreement ("Agreement") made and entered into this date of (Month)____ (Day)____ , 2024 by and between **Del Mar Union School District** ("District") and Contractor Name ("Contractor").

WITNESSED, the parties hereby agree to perform services as follows:

1. **SCOPE OF SERVICES:** Contractor is fully licensed to provide such services in conformity with the Laws of the State of California; and Contractor shall provide to the District the services set forth in **Request for Proposals RFP 2425-01** which is attached hereto and incorporated herein by reference as Exhibit "A". Any discrepancies or inconsistencies between this Agreement and Exhibit "A" shall be interpreted and governed by the terms and conditions of this Agreement. The work will be performed under the direction of the District Superintendent. The terms of this Agreement shall be controlling in the event any of the terms hereof shall be in conflict with any of the terms in Exhibit "A".
2. **CONTRACT DURATION:** The initial agreement will commence September 12, 2024 and end June 30, 2025, with the possible renewal of up to four (4) additional one (1) year terms for a total maximum length of up to five (5) years.
3. **AUDITS AND INSPECTIONS:** The successful proposer shall submit to third party audits and/or inspections initiated by the DMUSD during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing, and billing. Successful vendor must take steps to correct finding identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.
4. **LEGAL REQUIREMENTS:** All vendors are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.
5. **PERMITS/LICENSES:** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits, and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.
6. **IRS REQUIREMENTS:** DMUSD views proposing/bidding vendors as independent contractors. Awarded vendor(s) must supply each member district with a complete IRS Form W-9. Service persons providing products under this contract are considered employees of the vendor(s).
7. **DEFAULT FOR NON-PERFORMANCE:** The Contractor shall be considered in default and the Agreement subject to termination if: The Contractor furnishes or uses a bus which does not conform to requirements of this Agreement; The Contractor fails to comply with the requirements of the Agreement; The Contractor fails to adhere to bus schedules; The Contractor fails in any way to perform properly the work to be done under the Agreement with the District.
8. **WAIVER** No waiver of a breach of any provision of this Agreement by the District shall constitute a waiver of any other breach of such provision. Failure of the District to enforce at any time, or from time to time,

any provisions of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

9. **ATTORNEY FEES:** If either party hereto becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation, or in a separate suite, shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.
10. **INSURANCE:** Successful Proposer shall maintain during the life of this contract Commercial General Liability, Business Automobile Liability and Workers' Compensation and Employers' Liability insurance coverage. The minimum amounts of such insurance shall be as hereinafter set forth. Successful Proposer will be required to furnish certificates of insurance prior to the state of work.

10.1 **Comprehensive General Liability**

Throughout the term of this Agreement, Proposer shall maintain in full force and effect Comprehensive General Liability coverage in an amount not less than three million dollars per occurrence (\$3,000,000.00) for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If an aggregate limit applies, either the general aggregate limit shall apply separately to these services or the general aggregate limit shall be twice the required occurrence limit. Proposer's general liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide the District and its officers, officials, employees, and volunteers shall be additional insured under such policies. , combined single limit coverage for risks associated with the work contemplated by this agreement. For Commercial General Liability Insurance submittal of a standard ISO CG 00 01 occurrence form, is required that includes operations, products and completed operations and contractual liability with limits not less than \$3,000,000.00 per occurrence, \$5,000,000 General Aggregate for bodily injury, personal injury, and property damage.

The Commercial General Liability Coverage shall include the following endorsements:

- Aggregate Limit Per Location endorsement;
- The District, its Board, officers, agents and employees shall be included as Additional Insureds using ISO Additional Insured endorsements CG 20 10 and CG 20 37 or a blanket additional insured endorsement applicable "when required by written contract or agreement";

10.2 **Automobile Liability**

Throughout the term of this Agreement, Proposer shall maintain in full force and effect Automobile Liability coverage, including owned, hired and non-owned automobiles using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than three million dollars (\$3,000,000) per

accident.

10.3 Worker's Compensation

If Consultant intends to employ employees to perform services under this Agreement, Consultant shall obtain and maintain, during the term of this Agreement, Worker's Compensation Employer's Liability Insurance in the statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.

10.4 Proof of Insurance Requirements/Endorsement

Prior to beginning any work under this Agreement, Proposer shall furnish the District with original certificates of insurance and amendatory endorsements effecting coverage required by this Agreement and indicating a thirty (30) day cancellation notice or notice of reduction in coverage. The coverage shall contain no special limitations on the scope of protection afforded District, its officers, employees, agents, or volunteers.

- 11. CRIMINAL-HISTORY BACKGROUND CHECKS:** Education Code section 45125.1, subdivision (a), requires that entities under contract with the District shall ensure that each employee who interacts with a student outside the immediate supervision and control of the student's parent or guardian, or of a District employee, shall have a valid criminal records summary as described in Education Code section 44237. Education Code section 45125.1, subdivision (c), authorizes the District to require compliance with the foregoing requirements with respect to employees in addition to those within the scope of Education Code section 45125.1, subdivision (a). Therefore, the Consultant and its Sub-Consultants shall comply in all respects with the requirements of Education Code section 45125.1. To the greatest extent permitted by law, the District may impose other requirement designed to protect students in connection with the performance of the Scope of Services. Any Consultant that is a sole proprietor shall have an immediate and affirmative duty to inform the District of such status so as to allow the District to comply with Education Code section 45125.1.
- 12. DRUG AND ALCOHOL-FREE WORKPLACE AND TOBACCO FREE SCHOOLS:** Vendor acknowledges that the District is a drug and alcohol-free workplace and tobacco free schools. Vendor shall be responsible to ensure that tobacco products, drugs, and alcohol will not be used by Vendor or any of Vendor's employees, agents, representatives, or volunteers on District property. The District may terminate this Agreement and/or remove Vendor or any of Vendor's employees, agents, representative, or volunteers and other persons on District property for use of tobacco products, drugs, or alcohol.
- 13. INDEPENDENT CONTRACTOR:** It is agreed that Vendor shall act and be an independent contractor and not an agent or employee of District and shall obtain no rights to benefits which accrue to District's employees.
- 14. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT:** Vendor shall not contract with any other entity to perform the services required herein without written approval of the District. This Agreement may not be assigned, voluntarily or by operation of law, without the prior written approval of the District. If Vendor is permitted to subcontract any part of this Agreement by District, Vendor shall be responsible to District for the acts and omissions of its subcontractor as it is for persons directly employed by it. Nothing contained in this Agreement shall create any contractual relationships between

any subcontractor and District. All persons engaged in the work will be considered employees of Vendor. District will deal directly with and will make all payments to Vendor. Vendor shall be responsible for paying its employees, agents, and/or subcontractors for any and all work performed under this Agreement.

15. **TERMINATION OF AGREEMENT:** If the Contractor refuses or fails to perform services as required to provide the District with efficient, safe and economical transportation services, or any severable part thereof, including furnishing adequate equipment and properly trained personnel, or if the Contractor should be adjudged as bankrupt, or if the Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should repeatedly or persistently refuse or fail to provide equipment and personnel in quantities required to provide transportation services as herein specified, or the Contractor persistently disregards laws, ordinances or instructions of the District or is otherwise guilty of a substantial violation of this Agreement, then the District may, without prejudice to any other right or remedy, serve written notification upon the Contractor of intention to terminate this Agreement. Such notice shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease and satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the (30) days, cease and terminate. In the event of termination under this paragraph, the District shall secure the required services from another transportation contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to, and not in limitation of, any other rights or remedies available to the District. This AGREEMENT may be terminated without cause by District upon fourteen (14) days written notice to Contractor. In the event of a termination without cause, the District shall pay Contractor for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the Contractor for Board approved extra services. Any advance payments to Contractor at the time of termination will be pro-rated at the District's discretion based on services completed. Any overpaid amounts will be returned to District within ten (10) days. The District's termination of the Agreement shall in no way affect Contractor's obligation to hold harmless and indemnify the District in accordance with the Terms and Conditions.
16. **FAILURE TO PERFORM:** It is agreed by the parties that time is of the essence in the performance of services to be provided by the Contractor. If the Contractor fails or refuses to perform or do any act herein provided, such failure to perform shall entitle the District to secure such services from any source deemed appropriate by the District. If the cost of such substitution services is greater than the cost of the services which were to have been provided by the Contractor, the excess cost shall be charged to and collected from the Contractor. The District also reserves the right to collect from the Contractor such other additional damages as may flow from the Contractor's failure or refusal to perform.
17. **INVOICES/PAYMENT TERMS:** Invoices will be sent directly to the District and should be sent by the during the month of travel. Payment will be made on a Net-30 basis. Invoices to be emailed to ap@dmusd.org.
18. **COMPLIANCE WITH APPLICABLE LAWS:** All products and services furnished must comply with all Federal, State, and Local laws, rules, regulations, and ordinances.
19. **ENTIRE AGREEMENT / AMENDMENT / MODIFICATION:** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by both parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:

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

20. **NOTICE:** All notices or demands to be given under this Contract by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices, or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Contract, the addresses of the parties are as set forth above.

TO THE District: **DEL MAR UNION SCHOOL District**
 11232 El Camino Real, STE. 100
 San Diego, CA 92130
 (858) 755-9301 extension 3691
 Attention: Marley Nelms, Director of Business Support Services

TO Contractor: _____

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

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

22. **SUCCESSORS:** All terms of this Contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

23. **GOVERNING LAW AND VENUE:** In the event of litigation, the RFP documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County. Contractor shall comply with all federal, state and local laws and ordinances applicable to the Services. Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose, or communicate in any manner any information that is proprietary to the District or protected from disclosure by law (such as student records). Contractor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this

Contract. Upon termination of this Contract, Contractor will return to the District all student records, other records, notes, documentation and other items that were used, created, or controlled by Contractor during the term of this Contract.

- 24. TERMINATION CLAUSE:** District may at any time, with or without reason, terminate the Contract and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than thirty (30) days after the day of mailing, whichever is sooner.
- District may terminate this Contract upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Contract by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; (c) or if Contractor is adjudged a bankrupt, and Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate, and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Contract shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than thirty (30) days after the day of mailing, whichever is sooner.
- 25. ANTIDISCRIMINATION:** It is the policy of the District that in connection with all work performed under Agreements, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by such Contractor. In accordance with Government Code section 12990, the Contractor shall give written notice of its anti-discrimination obligations to any labor organization with which Contractor has a collective bargaining or other agreement. Contractor shall also require any subcontractor it hires to provide written notice of its anti-discrimination obligations to any labor organizations with which the subcontractor has a collective bargaining or other agreement.

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

- Notice to Proposers
- General Conditions and Instructions/Information to Proposers
- Specifications/Scope of Work/Minimum Requirements
- Purchase Order (will be sent after signature and needed documents are received)
- Cost Proposal
- Fleet Roster
- References
- Non-Collusion Declaration
- Certificate Regarding Drug-Free Workplace
- Certificate of Alcoholic Beverages and Tobacco Free Campus
- Certificate of Employee Background
- Agreement
- W-9 form

- Other: Certificate(s) of Insurance
- Certification of Workers' Compensation
- Any other Documents contained in or incorporated into the Contract

DEL MAR UNION SCHOOL District

Vendor Name

Name (Print)

Name (Print)

Signature

Date

Signature

Date

Board Date

Address, City, Zip

Phone

Fax

Email

Board:_____