



**Coronado Unified School District**

**REQUEST FOR PROPOSALS**

**For**

**RFP #CUSD-2019-01  
Special Education Transportation**

**Bids Due: May 1, 2019  
2 P.M.**

Issue Date: **April 8, 2019**

Bid Submittal and Opening Date: **May 1, 2019 @ 2 P.M. PST**

**CORONADO UNIFIED SCHOOL DISTRICT  
RFP #CUSD-2019-01  
SPECIAL EDUCATION TRANSPORTATION SERVICES**

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*(If the following documents are not submitted with the Bid Form, the bidder may be declared non-responsive.)*

1. Bid Form and Proposal
2. Proposed Vehicle Inventory and Property Summary
3. Bid Bond
4. Non-Collusion Affidavit
5. Bidder Questionnaire
6. Addenda, as issued

**Documents to be returned with executed Agreement of Successful Bidder**

1. Agreement
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**CORONADO UNIFIED SCHOOL DISTRICT**

**RFP #CUSD-2019-01  
SPECIAL EDUCATION TRANSPORTATION SERVICES**

**SECTION 1  
NOTICE TO CONTRACTORS  
CALLING FOR BIDS**

## NOTICE TO CONTRACTORS CALLING FOR BIDS

**NOTICE IS HEREBY GIVEN** that the Coronado Unified School District ("District") of San Diego County, California, acting by and through its Governing Board, will receive up to, but not later than **2 pm PST on May 1, 2019**, sealed bids for the award of a contract for **Bid #CUSD-2019-01 - Special Education Transportation Services**.

Bids received by the Bid Deadline shall be opened and publicly read aloud at the prescribed date and time. Bids shall be received in the Purchasing Office of the Coronado Unified School District, 201 Sixth Street, Coronado, CA, 92118. Bids must be sealed and clearly marked "**Bid # CUSD-2019-01 - Special Education Transportation Services**". Facsimile copies of the bid will not be accepted.

Each bid must conform and be responsive to this Notice to Contractors, the information for Bidders, and all other documents comprising the pertinent Contract Documents. All interested parties may obtain a copy of the bid package from the District's Purchasing Office, 201 Sixth Street, Coronado, CA, 92118 or via email request to [dpoli@coronadousd.net](mailto:dpoli@coronadousd.net).

All forms must be completed, signed, and returned with the bid. Bids received after the above-stated date and time will be returned to the bidder unopened. The District will not be responsible for any bid received late due to mailing issues. Any bidder may withdraw its bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids.

No bidder may withdraw its bid for a period of sixty (60) calendar days after the date set for the receipt of bids.

**The District reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any irregularities or informalities in the bid or in the bidding process.** Bids will be evaluated based on the criteria as published in the contract documents, in accordance with Education Code 39802. The District will issue an individual award based on an independent evaluation of bids.

**CORONADO UNIFIED SCHOOL DISTRICT**  
Kami McElligot  
Clerk of the Governing Board

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Publication Dates: 04/08/19 & 04/15/19



## **CORONADO UNIFIED SCHOOL DISTRICT**

**RFP #CUSD-2019-01  
SPECIAL EDUCATION TRANSPORTATION SERVICES**

**SECTION 2  
INFORMATION FOR BIDDERS**

## INFORMATION FOR BIDDERS

### 1. Preparation and Availability of Bid Form

The District invites bids on the attached form to be submitted by qualified contractors to the District at such time and place as is stated in the Notice to Contractors Calling for Bids, not later than **2 p.m. on May 1, 2019**. Bids shall only be prepared using the copy of the bid form and proposal included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be received in the Business Services Department, for the Coronado Unified School District, located at 201 Sixth Street, Coronado, CA 92118. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures, when specified. If a different price is stated in words than is stated in figures, the price stated in words shall be the price of the bid.

**QUESTIONS CONCERNING BID DOCUMENTS:** Any questions pertaining to the bid or the bid documents are to be directed via e-mail only to Daniel Poli, Purchasing Office, Business Services, at [daniel.poli@coronadousd.net](mailto:daniel.poli@coronadousd.net).

Any clarifications resulting from questions will be distributed to all firms participating in this opportunity who have received a copy of the Bid documents. Questions received after **5:00 p.m. on April 26, 2019 will NOT be addressed**.

### 2. Bid Security

Bids must be accompanied by a certified check, cashier's check, or bidder's bond (executed by the bidder as principal and surety as obligor), in the form and content attached hereto, for an amount not less than Ten Thousand Dollars (\$10,000), made payable to the order of the Coronado Unified School District ("Bid Security")

Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be a California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The surety insurer must, unless otherwise agreed to by District in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. The District reserves the right to approve or reject the surety insurer selected by the Contractor and to require the Contractor to obtain a bond from a surety satisfactory to the District.

The check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the performance bond and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the District.

Please be advised that in accordance with California Public Contract Code section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

### 3. Faxed and Electronically-Mailed Bids

All bids must be under sealed cover. The District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

#### 4. **Signing of Bids**

All bids submitted shall be executed by the bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the bid to bind the bidder to each bid and to any Contract arising therefrom.

If a bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the bid on behalf of bidder. Only that joint venturer or partner shall execute the bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind bidder in all matters relating to the bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of bidder assumed under the bid and under any Contract arising therefrom. The bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

#### 5. **Bid Submittal; Number of Copies**

Each envelope must be marked with the bidder's name and address and the words "**RFP #CUSD-2019-01 Special Education Transportation Services** " and must contain the following completed and executed documents:

- a) Bid Form and Proposal
- b) Proposed Vehicle Inventory and Property Summary
- c) Bid Bond
- d) Non-Collusion Affidavit
- e) Bidder Questionnaire
- f) Acknowledgements of and responses to addenda, if any

\*Three (3) sets (one original and two copies) of the proposal must be submitted.

#### 6. **Modifications**

Each bidder shall submit its bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

#### 7. **Erasures/Mutilation of Bid Documents**

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

#### 8. **Withdrawal of Bids**

Prior to bid opening, a bid may be withdrawn by the bidder only by means of a written request signed by the bidder or its properly authorized representative. After the scheduled time for opening of bids, such bids may not be withdrawn for sixty (60) days.

**9. Bid Opening and Inspection**

Bids will be opened and read shortly after the submittal deadline. Applicants, their representatives and other interested persons may be present at the bid opening.

At the bid opening, the following information will be announced:

1. Bidder's name
2. Presence or omission of bonds and completed bid submittals
3. Number of copies received
4. Proposed rates

**10. Agreements and Bonds**

The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bond(s), which will be required to furnish at the time of execution of the Agreement, are included in the Contract Documents and shall be carefully examined by the bidder.

The Performance Bond or security shall be in an amount of One Hundred Thousand Dollars (\$100,000) and shall at all times be kept in full force and effect. The Performance Bond must be executed by an admitted surety insurer approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish and which it has established. The surety insurer must, unless otherwise agreed to by District in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. The District reserves the right to approve or reject the surety insurer selected by the Contractor and to require the Contractor to obtain a bond from a surety satisfactory to the District.

**11. Bidders Interested in More Than One Bid and Bidders Not Qualified to Bid**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for.

**12. Evaluation of Bids and Award of Contract**

In awarding the Contract, and in accordance with California Education Code section 39802 the District will consider not only the bidder's bid amount, but also several criteria which indicate how well a bidder will be able to perform the Contract, consistent with proper and satisfactory service. Written bids will be evaluated by a committee consisting of representatives of the District. Written bids will be initially screened for completeness. Bids that are materially incomplete, in the District's discretion, will not be evaluated further. The remaining written bids will be based on an evaluation of criteria that includes, but is not limited to, the following (in no specific order of weight or priority):

1. Bidder's experience, financial responsibility, and capability
2. Bidder's safety record and driver training program
3. Assurance that the bidder can be in effective operation by start date of Contract

4. Bid price

All data and information in the written bids will be subject to verification.

At its option, the District may elect to reject any or all written bids after the written bid evaluation if, in the District's discretion, it believes the bidder is incapable of providing proper and satisfactory service in accordance with the District's transportation standards and requirements including, without limitation, safety standards, financial condition requirements and experience requirements.

**The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bid or in the bidding process. The District also reserves the right to select any bid which the District believes is in the best interest of the District and its student population and which may not provide the lowest price(s) submitted.**

13. **Obtaining Information**

The District reserves the right to obtain, from any and all sources, information concerning a bidder which the District deems pertinent to this bid and to consider such information in evaluating the bid.

Upon reasonable notice to the bidder, the District reserves the right to make on-site inspections of the bidder's facilities which the District deems pertinent and necessary to evaluate its bid and to consider any information received from such inspection in evaluating the bid.

14. **Restrict Bid**

Only those companies fully licensed, equipped and experienced in the work being performed, with skilled personnel immediately available, able to obtain necessary components immediately, shall be considered qualified bidders for this contract.

15. **Workers' Compensation**

In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with District the following certificate prior to performing the work under this Contract:

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

The form of such certificate is included as part of the Contract Documents.

16. **Taxes**

Taxes shall be included in the bid price. The District will pay only the sales and use taxes required by the State of California. Federal excise taxes are not applicable to the District.

17. **Bid Costs**

The District shall not be liable for any cost incurred by a bidder in the preparation or delivery of its bid or for any other costs incurred because of this bid.

**18. Subcontracting**

The successful bidder shall not subcontract with other entities or persons to provide the transportation services required under the Contract Documents.

**19. Fingerprinting**

Contractor will provide a written statement certifying that all employees that will provide service to the District have been fingerprinted, that such fingerprints have been sent to the California Department of Justice for review and comments and that the California Department of Justice has determined that such employee has never been convicted of a felony.

**20. Immigration Reform and Control Act**

The bidder hereby certifies that he or she or it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees and the bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

**21. Filing of Bid Protests**

A bidder may protest the bidding process for the project only by filing a written protest with the Assistant Superintendent for Business Services in accordance with the procedures set forth in this section. The District will not consider any verbal protests (e.g., by telephone) or any protests sent by electronic mail. In order for a protest to be valid and considered by the District, the protest must: (a) be filed not later than two (2) business days following the date of the District's issuance of its notice of intent to award the Contract; (b) clearly identify the bidder on whose behalf the protest is being filed, together with the name, address and telephone number of the person representing the bidder for purposes of the protest; (c) clearly identify the specific bidding process, bid or award of the Contract being protested; (d) clearly identify and describe in detail the specific basis or bases for the protest and all facts relevant thereto and in support thereof; (e) clearly identify all references to the specific portions of all documents relevant to the protest; (f) clearly identify and describe in detail all arguments in support of the protest, including, without limitation, any citations to all legal authorities; and (g) be submitted with all documentation that is relevant to and supports the basis or bases underlying the protest.

If a protest filed by a bidder does not comply with each and every one of the foregoing requirements, the District may reject the protest as invalid. If a bidder files a valid protest, the District shall review the protest and all relevant information and documents and will provide written decision to the protesting bidder. In response to a protest, the Governing Board may decline to award a contract, may award a contract to a bidder other than as previously intended, or may award a contract to a bidder as previously intended despite the protest. Such action by the Governing Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS MANDATORY. Each bidder that desires to protest must file a protest in accordance with the foregoing requirements, and no bidder may rely on a protest by another bidder as a means of satisfying such requirements. Compliance with the foregoing requirements

is the sole and exclusive means of protesting the bidding process, any bid, and/or the intended award of a contract for the project, and failure to so comply shall be deemed and construed as a waiver of any and all rights the bidder may have to pursue a claim, demand or action based on the bidding, any bids, and/or any contract awarded for the project.

**22. Addendum**

The District reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written addendum. All addenda issued by the District shall be included in the bid and made part of the Contract Documents. The District may determine, in its sole discretion, whether an addendum warrants postponement of the bid submission date. Each prospective bidder shall provide District a name, address, facsimile number and email address to which addenda may be sent, as well as a telephone number by which the District can contact the bidder. Copies of addenda will be furnished by email without charge to all bidders who have obtained a copy of the Contract Documents and provided such current information.

Please note: Bidders are responsible for ensuring that they have received any and all addenda. To this end, each bidder should contact the Purchasing Office to verify that he/she has received all Addenda issued, if any, prior to the bid opening.

**23. Insurance Requirements**

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

**24. Anti-Discrimination**

It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the services provided under the Contract because of race, color, ancestry, national origin, religious creed, sex, age or marital status, pregnancy, physical or mental disability, physical or mental medical condition, veteran status, gender or sexual orientation. All bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and California Labor Code §1735.

**25. Public Records**

All documents included in the bids become the exclusive property of the District upon submittal to the District. All bids and other documents submitted in response to the Notice to Contractors Calling for Bids become a matter of public record, except for information contained in such bids deemed to be trade secrets, as defined in California Civil Code Section 3426.1. A bidder that indiscriminately marks all or most of its bid as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the bid non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law by an order of court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as bids are deemed a matter of public record, pursuant to the above, any bidder or other party shall be afforded access for inspection and/or copying of such bids, by request made to the District in conformity with the California Public Records Act, Government Code §§6250 et seq.

**26. Drug-Free Workplace Certification**

In accordance with the Drug Free Workplace Act of 1990 and California Government Code §§ 8350 et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification concurrently with execution of the Agreement. The successful bidder will be required to implement and take the affirmative measures outlined in such provisions. Failure of the successful bidder to comply with the measures outlined in such provisions may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful bidder.

**27. Early Termination**

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the Governing Board of the District fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the District may, upon thirty (30) days' notice, order services under the Contract to cease. The District will remain obligated to pay for the services already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the services have not been rendered.



## **CORONADO UNIFIED SCHOOL DISTRICT**

**RFP #CUSD-2019-01  
SPECIAL EDUCATION TRANSPORTATION SERVICES**

**SECTION 3  
TERMS AND CONDITIONS**

## TERMS AND CONDITIONS

### 1. Term of Contract.

The services provided hereunder shall commence on July 1, 2019, and shall terminate on June 30, 2022 ("Initial Term"). The Initial Term may be extended upon mutual consent of District and Contractor for an additional two (2) terms of one (1) year each ("Additional Terms") in accordance with the same terms and conditions agreed to herein by District and Contractor, as modified from time to time, and consistent with the provisions contained in Education Code section 39803(a).

### 2. Permits and Licenses.

Contractor, its employees and agents shall secure and maintain valid permits and licenses that are required by law for the execution of this Contract and must comply with all applicable laws and regulations pertaining to student transportation and commercial laws and regulations (e.g., random drug testing). Contractor will be required to comply with all applicable requirements under the California Vehicle Code to notify the Department of Motor Vehicles whenever a certified school bus, school pupil activity bus, or youth bus driver is dismissed for causes related to passenger safety.

### 3. Taxes

Taxes shall be included in the bid price. The District will pay only the sales and use taxes required by the State of California. Federal excise taxes are not applicable to the District.

### 4. Subcontracts

Contractor shall not subcontract with other entities or persons to provide the transportation services required under the Contract Documents.

### 5. Billing for Services

- a. All billing must be done as a single monthly District invoice. The Contractor will be required to itemize District billings showing a breakdown of specific cost areas.
- b. On the first business day of each month, the Contractor shall submit invoices in the form and number required by the District for all services under the Contract for the preceding weeks. Subject to acceptance and approval by the District, payment for such services will be made after services are rendered and within thirty (30) days of District's receipt of Contractor's proper and accurate invoice.

### 6. Limitation on Expansion of Services

Following approval, the Contractor may not alter the bid pricing or scheduling options (including the number of vehicles utilized for the services provided) without the prior written permission of the District.

### 7. Routing and Scheduling

The District shall furnish the Contractor with a list of students to be transported, their pickup addresses, school assignments, transportation-related needs and/or disabilities, and opening and closing times of their classes at least two weeks prior to the first school day of the year (or prior to commencing service by Contractor if at a time after the first school day of the year).

- a. Before regular service begins, the Contractor shall provide for dry runs.

- b. The District shall supply changes or additions to the lists of students to be transported by the Contractor and the Contractor shall implement them within three (3) days after being notified.
- c. Unless otherwise permitted by the District, students shall be transported with other students with similar disabilities and shall not be transferred to other vehicles in route to their destinations.
- d. If students are transported in their own wheelchairs, they must be adequately secured within the vehicle by the driver to prevent movement or tipping during normal turning, acceleration and deceleration of the vehicle.
- e. For those students transported with car seats, such car seats shall remain with the vehicle and cannot be dropped off with the student.
- f. Students are to be delivered to schools of attendance not more than ten (10) minutes prior to class take-up time and are not to be kept waiting more than five (5) minutes after dismissal time.
- g. The maximum time any student may be in transit one way shall be sixty (60) minutes unless otherwise authorized by the District.

**8. Contractor's Personnel**

- a. The District firmly believes that the overall success of this Contract will be the result of establishing and maintaining effective lines of communication between the Contractor and the District. To meet this goal, the District and Contractor shall develop a meeting schedule within one week of the Contract award that is responsive to the immediate and long range needs of the special education transportation services for District students. In addition to scheduled meetings, each party may request a meeting with limited notice to address a situation or concern that requires immediate action. Each party shall cooperate and make every reasonable effort to respond to and attend such meetings.
- b. All personnel assigned to perform under the Contract shall be subject to the continuous approval by the District. Drivers assigned to vehicles transporting special education students shall be given special training covering techniques for handling such students. This instruction shall be provided prior to such assignments. If the District, in its absolute discretion, determines that a driver is not qualified to perform the services required or is in violation of the general requirements, the District may request the Contractor to remove such driver from the District's route.
- c. The Contractor shall designate one person to supervise the program who shall be available within the District during all hours of the traditional schedule. The Contractor's designated personnel shall be responsible and on-call for any trips not included in the traditional schedule. Such designated person shall have the authority to act in all matters covered by established policies and shall actively supervise all operations, including periodically riding with drivers for field review of driving practices, and observe loading and unloading practices at schools. The supervisor shall maintain contact with the District's Assistant Superintendent of Business Services or designee to assure full cooperation and consistent high standards of service.
- d. Drivers shall notify the Contractor's dispatcher whenever it appears that they will be ten (10) minutes or more behind the scheduled time in arriving at their destination. The District's designee shall notify the impacted school. If the delay impacts other schools, the District's designee shall notify each impacted school.

- e. All drivers shall be trained and certified in cardiopulmonary resuscitation (CPR).
- f. All drivers shall be trained by the Contractor in car seat installation by a certified instructor. Additionally, when any student is identified as having specialized medical problems or needs, the District will notify Contractor that the driver assigned to the route or special trip on which the student is on may require additional training to accommodate the student's condition.
- g. Each driver shall have knowledge of the operation of the mobile two-way radio and the federal regulations concerning its use.
- h. The District and Contractor agree that it is essential to have a qualified, competent driver regularly assigned to and familiar with each route on a continuing basis. The use of new or substitute drivers who are not familiar with routes or frequent reassignment of drivers to other routes is not acceptable. Except in emergency situations, prior to driving a route with students, the driver shall make at least one complete dry run of the route to become familiar with the route, the stops, traffic conditions, etc.
- i. Music Choices: The District requests that no music be played during transportation, or that the driver will only play "child" appropriate music during transportation. Such child appropriate music can be confirmed with the District.

#### **9. Fingerprinting**

Contractor will provide a written statement certifying that all employees that will provide service to the District have been fingerprinted, that such fingerprints have been sent to the California Department of Justice for review and comments and that the California Department of Justice has determined that such employee has never been convicted of a felony.

#### **10. Tuberculosis (TB) Testing**

Contractor employees (staff, drivers, mechanics etc.) who are expected to come into contact with District students shall be free of active tuberculosis. This requirement shall be consistent with the requirements for school employees as specified in California Education Code section 49406. Contractor shall establish and maintain a record-keeping system to ensure that each driver meets this requirement. This system shall be available for review by the District.

#### **11. Unauthorized Personnel**

All unauthorized personnel on buses must be previously approved by the District in writing.

#### **12. Driver Qualifications**

Drivers employed by Contractor for service to the District shall meet all statutory and regulatory requirements relating to drivers' qualifications and responsibilities. The Contractor assumes sole responsibility for assuring its drivers' qualifications.

#### **13. Uniforms and Identification Badges**

The Contractor shall furnish uniforms for its drivers. Contractor shall provide each employee with a picture identification badge that shall be worn on the outside of his/her uniform. The badge shall show the Contractor's company name as well as the name of the driver. All drivers shall be well groomed and in uniform.

#### **14. Tobacco Products**

The use of tobacco products of any kind is forbidden on vehicles or on property owned or leased by the District, whether passengers are on the vehicle or not. The restriction applies to students, aides, drivers, District or Contractor management staff and maintenance staff.

#### **15. Alcohol and Controlled Substances**

The Contractor shall comply with Code of Federal Regulations, Title 49, Volume 4, Part 382, Subpart F, Section 382.601, which requires the Contractor to:

- a. Adopt a policy on the misuse of alcohol and controlled substances.
- b. Provide to each driver educational materials that explain the requirements of Part 382 and the Contractor's policies and procedures with respect to meeting these requirements.
- c. Obtain a certificate of receipt from each such driver evidencing that he or she has received a copy of the foregoing material.
- d. Prior to the commencement of the school year, the Contractor shall provide to the District copies of all such certificates from the drivers who have been assigned by the Contractor to perform services under the Contract.

#### **16. Use of Cell Phones**

Drivers and aides shall not use cell phones on vehicles while the vehicle is in motion or at such time when the use of such devices would interfere with work duties or the needs of the students.

#### **17. Evaluation**

Drivers shall be evaluated at least once each semester for purpose of observing their driving practices with respect to safety, mechanical operation, conformance with laws, policies and regulations, adherence to established routes and schedules, handling of students, and other factors inherent in the transportation of students. Copies of the evaluations shall be maintained by the Contractor during the term of the driver's employment by the Contractor, plus one (1) year, and shall be available for review by the District upon request. All drivers assigned to perform services under the Contract shall maintain a minimum evaluation rating of satisfactory in all evaluation categories.

#### **18. Student Discipline on Vehicles**

- a. Contractor shall maintain proper student supervision and monitoring for the safety of all persons aboard a vehicle. Contractor's driver shall be a reporting agent only and is not to perform acts of discipline upon any students.
- b. Drivers shall maintain orderly conduct of students while students are riding on any vehicle operated by Contractor or while being escorted across any street, highway or road by Contractor.
- c. Contractor will furnish a Student Conduct Report as approved by District.
- d. Contractor shall report any student behavior problems that develop on a vehicle through issuance of a District-approved Student Conduct Report to the District's designated personnel for disciplinary action, and/or suspension or removal from riding on contractor-operated vehicles.

- e. Contractor's drivers and employees are not authorized to remove students from any vehicles without the District's prior approval.

## **19. Safety Program**

- a. The Contractor shall provide regular and continuous formal safety instruction by the State Certified Instructor for all operating personnel assigned to the Contract. All operating personnel assigned to the Contract shall be required to attend regularly scheduled safety meetings at least ten (10) times per year.
- b. The Contractor and District shall provide student "safe riding" and "evacuation" instructions through joint efforts. They shall conform to the current requirements of State regulations.

## **20. Accident/Incident Reports**

- a. Contractor shall report to the District's designated personnel within the Student Services Department (619-5228900 x1032) all accidents/injuries involving equipment or personnel while operating under the Contract immediately after the occurrence and shall provide a written copy of all accident/injury reports within twenty-four (24) hours after the occurrence. Such reports shall include all pertinent information, including a copy of the form that is submitted to the Contractor's insurance carrier and a list of students in the vehicle at the time of the accident, including seating arrangements at the time of the accident. Failure of a driver to report an accident, breakdown or other service problem for report to the District shall be sufficient cause for termination of the driver. When applicable, Contractor shall provide legible reports from the California Highway Patrol or local police department as soon as they become available.
- b. Contractor shall report all incidents/complaints to the District's designated personnel within two (2) hours after the incident/complaint occurs. The Contractor shall provide a form for reporting incidents/complaints about service provided or about a specific driver. This form shall be approved by the District. The Contractor shall investigate these reports and provide a written reply to the District within five (5) days after the incident/complaint occurs. If the investigation determines that corrective action is warranted, all written replies shall state the corrective action taken to prevent a recurrence of the condition that caused the incident or complaint.
- c. Any driver involved in an accident (preventable or non-preventable, school bus or non-school bus accident) shall receive, from the Contractor, eight (8) hours of re-training. The Contractor may at a time and place specify this training. This training shall be at the expense of the Contractor and shall be at no cost to the District.

## **21. Use and Handling of Confidential Records and Information**

To the extent confidential materials, as this term is defined in this section, are provided to Contractor for its performance of this Contract, Contractor and its officers, employees and agents shall: (1) protect the confidentiality and maintain the security of the confidential materials; (2) not release, disseminate, or publish the confidential materials, except as required by law or a court order, as may be permitted under this Contract, or as the District may authorize in writing; (3) not use the confidential materials for any purpose not related to the performance of this Contract; and (4) protect all confidential materials, including those materials saved or stored in an electronic form, by adequate security measures to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. "Confidential materials" shall mean all documents and information that federal and/or California laws prohibit from being disclosed, or that are subject to privacy or other legal protections, including but not limited to, student and employee records and information. The obligations of this section shall survive the termination of this Contract.

**22. Record Keeping**

- a. The Contractor shall provide operational and other records deemed necessary by the District. They shall include six (6) annual student counts as required by law.
- b. As required by Government Code section 8546.7, or amendments thereto, all books, records and files of the Contractor and the District connected with the performance of the Contract shall be subject to the examination and audit of the State Auditor of the State of California, at the request of the District or as part of any audit of the District, for a period of three (3) years after final payment is made under the Contract. The Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

**23. Maintenance Facility**

- a. The Contractor shall have off-site parking and maintenance facilities for vehicles and employees.
- b. The Contractor shall provide office space for their dispatcher within the City of Coronado unless a different location is approved by the District in advance.
- c. During the term of the Contract, the Contractor shall have full care, custody and control of all vehicles at its facility. The Contractor shall provide regular preventive maintenance, as approved by the vehicle manufacturer, on all vehicles. The Contractor shall clean all vehicles inside and out as necessary, and perform repairs to visible body damage, inside or out, immediately after such damage occurs, or as soon thereafter as reasonably possible.
- d. The Contractor shall comply with all applicable laws, regulations, rules, policies, and rulings of state and federal environmental quality agencies related to the use, maintenance, and operation of the vehicles at all times.
- e. 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. It is understood that all equipment furnished shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any transportation equipment owned by the contractor fails at any time to comply in whole or in part, it shall be replaced by the contractor without expense to the District and without claims for adjustment for compensation of any kind. Your signed bid will be considered a declaration that such equipment does, in fact meet all safety regulations.
- f. The contractor agrees that each morning before any transportation equipment is used for transportation; the driver shall inspect it carefully for defects, and remedy any defects before using said vehicle.

**24. Environmental Compliance and Indemnification**

- a. The Contractor shall comply with all applicable federal, state and local environmental quality laws, regulations, rules, policies, and rulings related to its use, maintenance and operation of the facility and for all vehicles at all times during the Contract.
- b. The Contractor hereby agrees to indemnify and hold the District harmless from and against any loss, cost, or expense, including reasonable attorneys' fees, damages, claims or liability arising out of or

related to the willful or negligent acts or omissions of Contractor related to environmental quality matters affecting the facility, except to the extent that such loss or liability is caused by the negligent or willful misconduct of the District, its officers, employees, or agents.

- c. The indemnification obligation of this subsection (b) shall survive the termination or expiration of the Contract.

## **25. Hold Harmless/Indemnification**

The Contractor agrees to and does hereby indemnify and hold harmless the District, its officials, officers, agents, employees, and representatives from and against every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

- a. Death or bodily injury to persons, injury to, loss or theft of property, or any other loss, damage or expense sustained by the Contractor or any person, firm, or corporation employed by the Contractor upon or in connection with the services called for under this Contract, except for injuries and losses resulting from the sole negligence or willful misconduct of the District, its officials, officers, employees, agents or independent contractors who are directly employed by the District; and,
- b. Any injury to or death of persons or damage to property caused by an act, neglect, default, or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the services covered under this Contract, whether said injury or damage occurs either on or off District property, except for injuries and losses arising from the sole negligence or willful misconduct of the District, its officials, officers, employees, agents or independent contractors who are directly employed by the District.

The Contractor, at its own expense, cost, and risk, shall defend, with counsel of District's choosing, any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officials, officers, agents, employees, or representatives on any such claim, demand or liability, and shall pay or satisfy any judgment, award, or decree that may be rendered against the District, its officials, officers, agents, employees, or representatives in any action, suit or other proceedings as a result thereof. Contractor shall reimburse District, its officials, officers, agents, employees, and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

## **26. Carriage of Insurance**

The successful bidder shall, within ten (10) calendar days of award of the Contract, furnish the District with the Certificates of Insurance proving coverage as specified below and naming the District, its officials, officers, agents, and employees as Additional Insured by Endorsement from and with companies acceptable to the District as follows:

- a. Insurance shall be from a California Admitted Insurance Agency having an *AM Best* Rating of "A-" or better and provide coverage for passengers from the time they are delivered into custody of Contractor, or the custody of its employees, when being picked up at home, or at authorized stops, or school until he/she or his/her employees release them to the school, home, or at authorized stops; and to provide for coverage on any school authorized trip other than home/school.
- b. Both the auto liability policy and the general liability policy shall be endorsed to include the following additional insured language: **"The Coronado Unified School District, its officials, officers,**

**agents, employees, and representatives will be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor.”**

- c. The Contractor shall furnish to the District original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance, including all endorsements and any and all other attachments. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf. The policies shall contain a waiver of subrogation in favor of the District, its officials, officers, agents, employees, and representatives for losses arising from work performed by or on behalf of the Contractor. Further, the Certificates of Insurance and policies of insurance shall contain a covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the District prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the District may terminate the Contract pursuant to the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing the coverage set forth herein and the insurance required herein is in full force and effect.
- d. It is understood and agreed to by the parties hereto and the insurance company(ies), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. The District reserves the right to adjust the monetary limits of insurance coverage during the term of this Contract, including any extension thereof, if in the District's reasonable judgment the amount or type of insurance carried by the Contractor becomes inadequate.
- f. Evidence of the above insurance and of Workers' Compensation Insurance must be provided to the District. There are no exceptions to this requirement. If the successful bidder fails to furnish required documentation within ten (10) days after request by the District to do so, the District may, at its option, determine the bid to be non-responsive, reject the bid, and award the Contract to another responsive and responsible bidder. The Contractor shall not commence work under this Contract until the Contractor has obtained, at its own expense, all the insurance required under this section, and until such insurance has been approved by the District. Approval of the insurance by the District shall not relieve, nor decrease, the liability of the Contractor hereunder. The Contractor will furnish annually, in subsequent years, to the District, evidence of such insurance coverage in a form, and with companies acceptable to District.
- g. The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this Contract. The District in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the services under this Contract by the Contractor, its agents, representatives, employees, and the Contractor is free to purchase additional insurance.

## **27. Minimum Scope and Limits of Insurance**

Contractor shall provide coverage with limits of liability not less than those stated below.

- a. Comprehensive General Liability and Motor Vehicle Liability Insurance. The Contractor shall take out and maintain during the term of this Contract comprehensive general liability insurance and motor vehicle liability insurance, both on an occurrence basis, for any claims for damages for personal

injury or death, damage to property, or other covered loss, which may arise from the Contractor's operations under this Contract. The amount of insurance shall be **Ten Million Dollars (\$10,000,000)** combined single limit bodily injury and property damage for each occurrence and **Five Million Dollars (\$5,000,000)** combined single limit motor vehicle liability insurance.

- b. Workers' Compensation Insurance. The Contractor shall have in effect during the entire life of this Contract, Workers' Compensation and Employer Liability Insurance providing full statutory coverage, with a minimum limit amount of **Five Million Dollars (\$5,000,000)**.

## **28. Dispute Resolution**

Any claim related to allowable/non-allowable additional charges, other charges, liquidated damages, or other grievance by the Contractor shall be communicated in the following manner:

- a. Negotiation. Any claim that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to the District within seven (7) days of its occurrence. The District and Contractor shall attempt to negotiate a resolution of such claim and, as appropriate, process an amendment to this Agreement to implement the terms of such resolution. If the Contractor and the District are unable to agree upon the correct charge, the liquidated damage amount, or the proper resolution to any other grievance, the Contractor may continue to step (b), below.
- b. Mediation/Arbitration. If a dispute arises out of or relates to this Contract or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before resorting to arbitration. Any dispute not resolved by mediation may be referred, by mutual agreement of the Parties, to binding arbitration, in accordance with the Commercial Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. If the Parties do not agree to take the dispute to arbitration, the dispute may be brought by either party for a judicial decision. Any judicial action, suit, or proceeding related to or arising from this Contract shall be filed in the San Diego County Superior Court.
- c. Services Pending Outcome. Contractor agrees to proceed with all services ordered by the District pursuant to this Contract pending the outcome of any claim, dispute, mediation, or arbitration. In accordance with the terms of this Agreement, the District agrees to pay for services ordered by it and properly rendered by the Contractor pursuant to this Agreement pending the outcome of any claim, dispute, mediation, or arbitration.
- d. Additional Remedies. The rights and remedies of the parties provided under this Agreement are in addition to any other rights and remedies provided by law.

## **29. Evidence of Responsibility**

Contractor's responses to questions included in the Questionnaire will be used to evaluate each contractor's capability to provide proper and satisfactory transportation services as required pursuant to the Request for Bid Proposals. Upon request of the District, a contractor whose bid proposal is under consideration for award of contract may be required to submit additional information to support information previously provided. It is mandatory that contractors and subcontractors, if any, have at least five (5) years experience in providing pupil home-to-school transportation.

## **30. Restricted Bid**

Only those companies fully licensed, equipped and experienced in the work being performed, with skilled personnel immediately available, able to obtain necessary components immediately, shall be considered qualified bidders for this contract.

**31. Attorneys' Fees**

If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. For purposes of this Agreement, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photostatting, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.

**32. Assignment**

The services contemplated by the District are deemed to be in the nature of personal services and the Contract shall not be assigned by the Contractor without prior written consent of the District.

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## EXHIBIT "A" TO TERMS AND CONDITIONS

### SPECIAL EDUCATION TRANSPORTATION SERVICES

#### 1. Routing and Scheduling

a. At least two weeks prior to the first day the students are to be transported (or prior to commencing service by Contractor if at a time after the first school day of the year), the Coronado Unified School District ("District") shall provide the Contractor with routes, which include all students to be transported. Alternate routes or schedules may be proposed by the Contractor to the District for its consideration. The Contractor cannot deviate from the existing routes without the District's prior approval. The route sheets shall include the name of each student, the order of pick-up or drop-off, pick-up and drop-off address, directions to and from each address, the school address to which the student is assigned, the beginning and ending time of the class and an indication of whether the student requires special handling and/or equipment. A parent, or designated adult, must meet the student unless otherwise specified.

b. Contractor shall implement the established routes. The routes established by the District will be developed to limit the travel time for each student transported to sixty (60) minutes each way, including District-approved transfers. Contractor shall not drop-off any students more than ten (10) minutes prior to school starting time and shall pick them up within five (5) minutes after the end of their school day.

c. Students will not be transferred to another vehicle going to or coming from school, except in the case of emergency or breakdown, or as approved by the District. In the event of a breakdown or emergency situation, the Contractor shall immediately notify the District Office. Time and mileage charges for all transportation shall commence at the times and places specified in the official requests for such services and shall end when all passengers have been returned to their starting points or District designated drop-off locations (Live Time).

#### 2. Dry Run

Dry runs will be conducted on a weekday prior to the start of school year each year the Contract is in effect. All routes will be run as though it were the first day of school. A driver orientation will be conducted for all drivers who will be assigned to perform services for the District. The driver orientation shall include, but not be limited to, student management, special need/disabilities sensitivity, dealing with parents, relationship with schools and the general public, discipline on the school bus and other pertinent information. The cost of the dry runs and driver orientation shall be borne by the Contractor.

#### 3. Changes in Established Routes

a. Changes to established routes shall be provided to the Contractor by the District in conformance with the following schedule:

1) Suspension or deletion of service for a student shall be implemented the next work day following receipt of the route change from the District.

2) Contractor shall add a student to a route within three (3) work days following receipt of the route change from the District.

3) Contractor shall implement new routes as required because of relocation of a class and/or classes and major changes in student population within three (3) work days following receipt of the notice of need for route change from the District.

4) School start and dismissal times are subject to modification.

b. Increased or decreased service resulting from program and student population changes will be directed by the District and shall be deemed an ordinary part of the Contract, except for major changes, which result from such

changes. For the purpose of the Contract, a major change shall be defined as fifty percent (50%) or more of the students attending class at a site being assigned to another class and/or classes, which are located five (5) miles from the previous class and/or classes. The Contractor shall provide additional equipment as required to implement new routes that result from an increased service requirement within ten (10) work days after receipt of written notification and routes from the District. In the event the Contractor does not have the required equipment and/or personnel available, District may contact another transportation firm and request the service.

**4. Recordkeeping and Reporting Requirements**

The Contractor shall maintain a Daily Trip Activity Report (weekly summary), which shall include number of students transported both ways, mileage, and actual hours worked, and shall submit this report with the invoice to the District. Contractor will provide a weekly summary with its invoice of all missed trips, which include the cause and the corrective action taken. The Contractor will maintain records of California Highway Patrol Vehicle Inspection Reports for all buses as required by law. Invoices will be submitted, as a minimum, one invoice each month.

**5. Drivers**

a. Drivers shall be permanently assigned to the same route whenever possible.

b. Drivers shall be trained in the techniques of handling special education students prior to assignment by the Contractor to routes carrying special education students. This includes, but is not limited to, safety securing features, car seat, booster harness, and wheelchair tie down.

**6. Discipline on the School Bus**

The school bus driver is responsible for rider discipline on the school bus as specified by law and shall follow all policies, rules, and regulations of the District. The Contractor shall provide for regular reporting to the District of incidents of misconduct. Reports shall be on District forms and in accordance with District policies within 24 hours of each incident.

**7. Missed Pick-up**

In the event of a missed pick-up, a vehicle shall be dispatched from the local Dispatch Center within fifteen (15) minutes from the time of telephone notification by the District.

**8. Unsatisfactory Service on Route(s)**

When a Contractor fails to provide satisfactory service on a route and the problems, such as late vehicle, no vehicles, breakdowns, driver turnover, etc., become chronic (three or more problems of any type within the billing cycle), the District may, at its discretion, relieve the Contractor of the route until such time as the District has assurance that the route can be serviced without problems. In such an event, the route will be serviced by the District or another contractor. Contractor will not be paid for limited or unlimited service nor will Contractor be charged liquidated damages. When the District elects to leave a route with chronic problems assigned to the Contractor, this decision shall not relieve the Contractor of either responsibility to perform or to be charged liquidated damages as specified in the Contract.



**CORONADO UNIFIED SCHOOL DISTRICT**

**RFP #CUSD-2019-01  
SPECIAL EDUCATION TRANSPORTATION SERVICES**

**SECTION 4  
BIDDER QUESTIONNAIRE**

**BID PROPOSAL QUESTIONNAIRE**

**TO THE CONTRACTOR:**

The following questionnaire is a part of the Request for Bid Proposals. The information provided herein will be used for evaluating the qualifications of the Contractor to perform the work to be done. The questionnaire must be filled out accurately and completely and submitted with the other parts of your bid proposal. Any errors, omissions or misrepresentations of information may be considered as a basis for the rejection of the bid proposal and may be grounds for the cancellation of any agreement executed as a result of the Request for Bid Proposals.

If space is not provided for an answer, or if your answer will not fit in the space provided, please attach additional sheets marked with the question they address (for example, I.C.5). A checklist is provided at the end of the questionnaire, which enumerates all questions for which answer space is not provided and which must, therefore, be answered on attached sheets.

When completed, this questionnaire and the responses contained within it or attached to it shall be considered to be a part of the Transportation Service Agreement Contract. If you expect your firm's policies or practices to change from those it currently uses if your firm is awarded this Contract, you must make explicit the policies and practices your firm will follow as it provides transportation services to the District.

**I. DESCRIPTION OF CONTRACTOR'S ORGANIZATION**

**A. FIRM**

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

**B. TYPE OF ORGANIZATION**

\_\_\_ Corporation (List officers and positions)

\_\_\_\_\_

\_\_\_\_\_

State in which incorporated \_\_\_\_\_

\_\_\_ Subsidiary  
(Give name and address of Parent Corporation)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is your firm publicly held?

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

If not, what private individual(s) or family (ies) own more than 20% of your firm, or who is the general partner, or who is the sole proprietor?

\_\_\_\_\_ Major Shareholders(s)

\_\_\_\_\_ General Partner

\_\_\_\_\_ Individual Proprietor

\_\_\_\_\_  
\_\_\_\_\_

**C. NATURE OF OPERATIONS**

1. Is your firm currently engaged in providing home-to-school transportation services under a contract with a school district, non-public school or County Superintendent of Schools?

Yes \_\_\_\_\_ No \_\_\_\_\_ Number of Years \_\_\_\_\_

2. List all the transportation permits (City and State) under which your firm currently operates.

\_\_\_\_\_  
\_\_\_\_\_

3. Are you currently, or have you ever, contracted to provide public transportation services for any school district, non-public school or County Superintendent in the State of California?

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

4. Are you currently, or have you ever, provided special education transportation services?

Yes \_\_\_\_\_ No \_\_\_\_\_ Number of Years \_\_\_\_\_

5. For every school district, non-public school, or County Superintendent of Schools within California (or for the five Contracts nearest to California if you do not serve any California schools) to which your firm currently provides, or has provided within the last two years, home-to-school transportation under contract, a minimum of three references with at least two within San Diego County:

School, District, or County name, location, phone number and address (including state):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Name of your firm's current or last terminal manager at these locations and the manager's length of service at those locations:

Name \_\_\_\_\_

Years \_\_\_\_\_

Does your firm provide special education transportation under these contracts?

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

How many buses are involved for each location? \_\_\_\_\_

When do the contract terms begin and when do they end?

Begin \_\_\_\_\_ End \_\_\_\_\_

II. **MANAGEMENT AT THE TERMINAL AND ABOVE**

- A. The District strongly believes that the individuals holding the Terminal Manager and Personnel, Safety and Training Coordinator positions (these constitute at least two positions, but your firm may assign four persons to these positions if you so choose) are critical to the provision of consistent and high quality transportation services. While the District understands that you may not be able to name the specific individuals your firm will assign to these management positions at the District Terminal, the District requests that for each position you list no more than three candidates who may be assigned to each position. If your firm is awarded this Contract, you may assign any of the three persons you have proposed for each position to actually take that position under this Contract, unless the District has specifically rejected one or more of your proposed candidates. If your firm is awarded this Contract, you may substitute individuals not named in this proposal with the written permission of the District. In any case, you must submit at least two sample resumes of the candidates or current managers employed by your firm in each of these positions, so as to provide the District with an understanding of the qualities your management staff members possess.

For every individual you propose as a potential management staff member to be assigned to the District Terminal, please complete the following form or a copy of it:

Name and proposed position the person may be selected to fill:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

Tenure with your firm in years: \_\_\_\_\_

Experience in related positions within your firm or with other firms in years:

Current and two most recent previous positions, including the location/district of the position, the position's title, and a description of responsibilities and authority, including number of buses and/or drivers, and the dates between which the position was held.

(Attach additional sheets as necessary.)

- B. Provide an organizational chart of your firm as it would relate to the District Terminal (the chart may be hand drawn, but it should give a clear understanding of the number of layers in your firm and the lines of accountability).
- C. Provide the name(s) of those persons within your firm who would have immediate authority over the Terminal management staff members you proposed in question A. above, and those who may play an advisory role to Terminal management, in the areas of 1) Operations, 2) Training and Personnel, 3) Safety, and 4) Maintenance. Please complete the following form or a copy of it for each of these persons:

Name \_\_\_\_\_

Location of staff member's office (address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tenure with your firm in years \_\_\_\_\_

Experience in related positions with in your firm or with other firms in years:

\_\_\_\_\_

Current and most recent previous position, including the location of the position, the position's title, a description of responsibilities and authority, including number of buses and/or drivers, and the dates between which the position was held.

(Attach additional sheets as necessary.)

### III. DRIVER PERSONNEL

State the number of regular bus drivers you now have employed with your firm:

School \_\_\_\_\_ Other \_\_\_\_\_

- A. How/where does your firm recruit drivers?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. What methods do you use to screen and select drivers from amongst the applicants?

What information do you use and how do you gather it?

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What criteria or standards do you use, and for what reason might you reject an applicant?

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C. Do you check driver applicant references?

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

D. Do you use any objective qualification and driver testing procedures? If so, briefly describe the procedures or provide sample test materials.

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E. What percentage of driver applicants eventually begin you're training programs?

\_\_\_\_\_ %

F. What percentage of your driver applicants are hired directly as certified school bus drivers?

\_\_\_\_\_ %

G. Are the Department of Motor Vehicles driving records of all your applicant drivers evaluated during the selection process?

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

H. What is the current percentage rate of annual turnover among drivers your firm employs?

\_\_\_\_\_ %

I. Do you have driver-training programs as a part of your current operational procedures?

Original (for persons with no School bus driving experience): Yes \_\_\_\_\_  
No \_\_\_\_\_

In-Service (continuing education and retraining for experienced School bus drivers): Yes \_\_\_\_\_  
No \_\_\_\_\_

J. Describe your current or proposed training program for driver applicants who have no experience driving school buses. Please describe the program components and content of your training program. If available, please provide the outline or course of study.

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How long is the program? \_\_\_\_\_

Are driver applicants paid while they receive training?

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

Do you evaluate applicants immediately before they are tested by California Highway Patrol officers for certification?

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

What proportion of persons entering your program gain certification as school bus drivers within a specified period after entering the program? (You may specify the period, but it may not be longer than one year.)

\_\_\_\_\_ % within \_\_\_\_\_ period.

K. Describe your In-Service driver training and retraining program. Please include the field supervision component in this program on the content of training. If available, please provide the outline or course of study.

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How many training sessions are offered each semester at your typical terminal?

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Are any independent reviews of training quality conducted on your training programs?

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

If so, please describe the review process.

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How do you identify those drivers for whom retraining will be required?

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L. If you currently have a driver training program, does the program include a section on Special Education transportation service? If available, please provide the outline or course of study.

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

M. Describe your current or proposed driver motivation and discipline programs. How do the programs take into account, if at all: Safety, Absences, Tardiness, On Time Route Performance, Unrestricted License, Tenure on the Job, and Complaints (those that can be verified and are deemed serious.).

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Do your motivation and discipline programs offer progressive rewards and penalties?

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

Can drivers participate in defining and developing standards, rewards and penalties?

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

What monetary rewards and penalties are offered?

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What non-monetary rewards and penalties are offered?

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N. Describe the wage structure you would expect to implement at the District's Terminal.

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**IV. PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR**

A. Do you have a formal, scheduled preventive maintenance program for vehicle fleets that your firm manages?

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

Please provide samples of any checklists you use for each type of preventive maintenance program, and please describe below your methods of ensuring that each vehicle actually receives preventive maintenance within the scheduled interval.

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B. In addition to the legally required daily bus checkout report, do you require regular written reports from your drivers on the condition of their vehicles?

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

Briefly describe or provide samples of these reports, (including your daily bus checkout report form), and note their frequency.

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C. Do you use any other methods of identifying defects in buses?

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

If so, please describe:

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D. How do you ensure that, if serious safety-related or potential vehicle damaging defects are identified in a vehicle, the vehicle is immediately removed from service until such defects are corrected?

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How do you ensure that defects that are identified are generally corrected in a logical order and within a reasonable time?

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E. Do you maintain and evaluate records of road failures?

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

If so, how many roadway failures per month per hundred buses do the buses your firm maintains experience on average?

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What percentage, on average, of the buses that you maintain are out of service for part or all of each shift (or each day) for inspection, maintenance, repair, or other reasons?

\_\_\_\_\_ %

F. Do you have a manpower or mechanic allotment schedule? (Number of buses per mechanic, etc.)

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

Briefly describe this schedule:

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G. What qualification and experience requirements do you have for your mechanical personnel?

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H. Please attach copies of Safety Compliance Reports (California Highway Patrol Form 343, or the equivalent from other states) for each terminal you operate in California. If you do not operate any terminals in California, please attach equivalent reports for the four terminals you operate nearest California.

**III. SAFETY PROGRAMS AND ACTIVITIES**

A. If you have an established, continuing safety program, please describe the operation, contents, and requirements of the program.

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How often are safety meetings held? \_\_\_\_\_

- B. Describe any established safety organization activities in which your organization or its key personnel participate.

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- C. What have been the School Bus Accident Rates and Motor Vehicle Accident Rates for school buses operated by your firm in each of the three most recent academic years? (School Bus Accidents and Motor Vehicle Accidents are defined in the California Highway Patrol Passenger Transportation Safety Handbook).

School Bus Accidents  
per million  
vehicle miles:

Motor Vehicle Accidents  
per million  
vehicle miles:

2016/17 \_\_\_\_\_

\_\_\_\_\_

2017/18 \_\_\_\_\_

\_\_\_\_\_

Injury accident rates, if available \_\_\_\_\_

**IV. DRIVERS AND PUPILS**

- A. Are your drivers certified in Adult and Child CPR?

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

- B. Are your drivers able and willing to assist with the loading, unloading and securing of passengers?

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

- C. If awarded the contract, will your company provide permanent, stationary car seats, booster seats and safety harnesses for each pupil requiring such equipment?

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

- D. Do you have the ability to assign drivers on specific routes that would require them to lift up to, but not limited to, (100) pounds

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

E. Do you have the ability to provide additional personnel to support at student 1:1 on a bus/van?

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

If "yes", would there be an additional charge? \_\_\_\_\_

F. Do you allow district provided personnel to ride on a bus/van to support a student?

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

G. Are you able to offer special or temporary transportation for special circumstances, i.e., field trip, parent temporarily incapacitated, etc.

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

H. Do you charge for a single rider van if you are notified that the student is absent on a given day? What would you require for timely notification to avoid a charge?

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I. What level of consistency can your company provide when it comes to the assignment of routes to drivers and vehicles? How often do assignments fluctuate?

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J. What type of training do you provide on the handling student confidentiality, handling intense behaviors, and medically fragile students?

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K. What technology or services are available to allow parents and staff the ability to see real time location/trip data?

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**V. INSURANCE DATA**

If your bid proposal is considered for award, will you authorize your insurance carriers to furnish, in writing, your accident loss ratio and Worker's Compensation loss ratio for the past three years?

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

**VI. FINANCIAL AND CREDIT DATA**

If your bid proposal is considered for award by the School District, will you supply the following data?

A. Credit references, including at least three trade or industry suppliers with whom you regularly deal.

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

B. Will you submit on request, a Balance Sheet for the last five years?

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

C. Will you give cash discounts for timely payment of invoices?

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

If so, please specify the terms offered.

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**VII. OPERATION OF BOTH DISTRICTS' TRANSPORTATION PROGRAMS**

Will you operate other local school district programs separately from the Coronado Unified School District?

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

**VIII. OTHER RELEVANT INFORMATION (Optional)**

Please provide any other information or data that shows the experience and qualification of your firm, and/or that makes your firm capable of or ensures that your firm will provide consistent and high quality transportation services to the District. (Attach additional sheets as necessary.)

Please be sure to make additional copies of any parts of the questionnaire before filling them out. (You need not use the actual questionnaire form, but if you do not, please take extra care to be sure that you have addressed all the questions.)

I, the undersigned, hereby certify that I am a representative of the below-named firm and am duly authorized to execute contracts on behalf of the firm. I further hereby certify that all of the information presented in answer to the questions contained in this Bid Proposal Questionnaire is complete and accurate to the best of my knowledge. I understand that if the Coronado Unified School District awards a Contract for transportation services to my firm that the information and commitments made within this questionnaire will become an effective part of the Contract between the District and my firm.

\_\_\_\_\_  
Name of Firm

Authorized Agent

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**(Must be signed and included with bid)**



**CORONADO UNIFIED SCHOOL DISTRICT**

**RFP #CUSD-2019-01  
SPECIAL EDUCATION TRANSPORTATION SERVICES**

**SECTION 5  
CONTRACT BID FORMS**

**BID FORM AND PROPOSAL**

TO: Coronado Unified School District, acting by and through its Governing Board ("District")

FROM: Name of Bidder: \_\_\_\_\_

Signed by: \_\_\_\_\_

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

Date: \_\_\_\_\_

Pursuant to and in compliance with the Notice to Contractors Calling for Bids, Information for Bidders, Terms and Conditions, and the other Contract Documents related thereto, the undersigned hereby proposes and agrees to be bound by all the terms and conditions of the complete Contract and agrees to perform the Contract within the time stipulated, including all its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the Contract and complete in a good workmanlike manner all of the services required, in connection with the following:

**RFP #CUSD-2019-01 Special Education Transportation Services**

all in strict conformity with the complete Contract, including addenda nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, on file at the Business Services Department, located at 201 Sixth Street, Coronado, CA 92118.

**SCOPE OF WORK:**

To furnish home to school transportation to special needs pupils and equipment between the schools of the Coronado Unified School District or to other locations as designated by the Coronado Unified School District, as indicated on the contract, for the term of July 1, 2019 through June 30, 2022, with the opportunity for two (2) one year extensions. Request for transportation will be made only by the Student Services Department of the Coronado Unified School District and no other departments within the District. If a vendor honors a run request without the above procedure, the vendor accepts all responsibilities and the District is in no way obligated to honor the trip or any responsibilities as requested.

**METHOD FOR AWARDING BID:**

The award of Contract will be made in accordance with the following process:

- A. **Cost**---Proposals will be publicly opened on May 1, 2019 at 2:00 PM as referred to in the Notice to Bidders/Contractors. Approximately 40 percent weight of the award will be given to the total annual cost proposal.
  
- B. **Bid Proposal Questionnaire**—Evaluations of the completed Bid Proposal Questionnaire and all attached information and data will be made by persons selected exclusively by the District. Approximately 35 percent weight of the award will be given to the Bid Proposal Questionnaire. At its option, the District may choose to eliminate any or all bid proposals from further consideration after evaluation of the questionnaires.

**C. Experience and References**—The District will closely examine the experience and references provided by each bidder. The District will not only evaluate the experience and references of the contractor, but those also of any and all personnel proposed in the Bid Proposal Questionnaire. The District reserves the right to visit carrier and inspect driver records, vehicle records, inspect bus shop and inspect vehicles. User organizations cited as references may be contacted by the District to determine if the level of service provided to the organization by the contractor is satisfactory or unsatisfactory. The District may also contact other organizations cited to verify that the contractor's response is accurate. The District reserves the right to request an opportunity to visit any and all school districts currently contracting with Contractor for similar services. Approximately 25 percent weight of the award will be given to experience and reference checks. At its option, the District may choose to eliminate any or all bid proposals from further consideration after experience and reference evaluations.

**PRICE SCHEDULE:**

Bid prices are to be submitted per vehicle, per day for 6 hours. Separate bid prices for hours in excess of the base are to be submitted as indicated on the forms attached. The forms may not be altered. The number of vehicles required at the start of the contract may be more or less than current service levels. Rates for service shall be calculated portal to portal from Contractor's facility, inclusive of pre trip and post trip.

A list of pupils, individual needs, school bell times, District map and addresses are attached. This information is based on 2018/19 data. The number of vehicles required at the start of the contract may be more or less than current service levels. Please provide type/capacity and number of vehicles required so that your proposal estimates would service the needs of the current year students.

School of Attendance and Addresses	Grade Level 18/19	Address	Notes
Coronado High 650 D Ave, Coronado, CA 92118	12th grade	NASNI 46 Quentin Roosevelt	
Coronado Village Elementary 600 6th St, Coronado, CA 92118	3rd grade	1523 First St #R206	
Coronado Middle School 550 F, Coronado, CA 92118	8th grade	1506 Da Nang Dr #A	
Coronado High 650 D Ave, Coronado, CA 92118	12th grade	139 Rendova Cir	
Coronado High 650 D Ave, Coronado, CA 92118	12th grade	Village 438 B Ave	
Coronado High 650 D Ave, Coronado, CA 92118	11th grade	Village 1160 Pine St	
Coronado High 650 D Ave, Coronado, CA 92118	11th grade	Village 1422 Third St	
Coronado High 650 D Ave, Coronado, CA 92118	12th grade	Village 929 E, Ave #C	wheel chair
Coronado Middle School 550 F, Coronado, CA 92118	8th grade	MAB 133 Rendova NEEDS BASE ACCESS	wheel chair at times
Coronado High 650 D Ave, Coronado, CA 92118	9th grade	NAB 116 Rendova	
Coronado Middle School 550 F, Coronado, CA 92118	8th grade	Strand 1506 Da Nang Dr. #D	
Coronado Village Elementary	Kindergarten	Strand 1111 Palau Rd	
Coronado Village Elementary 600 6th St, Coronado, CA 92118	Kindergarten	Strand 1531 Incheon Ct. #D	
Crown Preschool 199 Sixth Street, Coronado, CA 92118	preschool	Strand 1111 Palau Rd	
Transition / Coronado HS 650 D Ave, Coronado, CA 92118	12+	Fiddler's Cove	
Newbridge School 12285 Oak Knoll Rd, Poway, CA 92064	8th grade	16 Quentin Roosevelt Blvd	NPS
Newbridge School 12285 Oak Knoll Rd, Poway, CA 92064	3rd grade	333 Orange Ave #11	NPS
Sierra Academy of San Diego 6460 Boulder Lake Ave, San Diego, CA 92119	9th grade	126 Rendova Cir (NEEDS BASE ACCESS)	NPS
The Institute for Effective Education (TIEE Site 3) - Cook Education Center 2255 Camino del Rio S, San Diego, CA 92108	6th grade	813 E Ave	NPS
The Winston School of San Diego 215 9th St, Del Mar, CA 92014	10th grade	100 Kingston Ct W	NPS
The Winston School of San Diego 215 9th St, Del Mar, CA 92014	9th grade	16 Quentin Roosevelt Blvd	NPS
Urban Skills Center 2225 Camino del Rio S, San Diego, CA 92108	12th grade	1525 First St S211	NPS
Banyan Tree Foundations Academy- San Diego 3450 Clairemont Dr, San Diego, CA 92117	12+ grade/Transition	661 Pomona Ave	NPS
Banyan Tree Foundations Academy- San Diego 3450 Clairemont Dr, San Diego, CA 92117	12th grade	610 Coronado Ave	NPS
Banyan Tree Foundations Academy-Point Loma-NPS 3450 Clairemont Dr, San Diego, CA 92117	11th grade	230 B Ave	NPS
Banyan Tree Foundations Academy-Point Loma-NPS 3450 Clairemont Dr, San Diego, CA 92117	5th grade	659 Pomona Ave	NPS
Community School of San Diego High School 4764 Santa Monica Ave. * San Diego, CA 92107	11th grade	916 E Ave	NPS
The Winston School of San Diego 215 9th St, Del Mar, CA 92014	12th grade	255 A Ave	NPS
The Winston School of San Diego 215 9th St, Del Mar, CA 92014	10th grade	8591 Ave	NPS
Friendship School 601 Elm Ave, Imperial Beach, CA 91932	Transition	Sharp Coronado 265 Sledsdal Pl, Coronado, CA 92118	Transition / Wheel Chair and oxygen
Friendship School 601 Elm Ave, Imperial Beach, CA 91932	Transition	Sharp Coronado 265 Sledsdal Pl, Coronado, CA 92118	Transition / Wheel Chair and oxygen

# CORONADO UNIFIED SCHOOL DISTRICT

## 2018-2019 Student Schedule



### BOARD OF EDUCATION

Maria Simon.....	President
Lee Pontes.....	Vice President
Julie Russell.....	Clerk
Lou Smith.....	Member
Esther Valdes.....	Member

### SCHOOL HOURS

<b>Crown Preschool</b>	3 year old program (2, 3, 5 day & am/pm options) 8:15-11:15am (M/T/Th/F); 8:15-10:15am (W) 12:00-3:00pm (M/T/Th/F); 10:30-12:30pm (W)
	4 year old program (M-F, am/pm option) 8:15-11:15am (M/T/Th/F); 8:15-10:30am (W) 12:00-3:00pm (M/T/Th/F); 10:30-12:30pm(W)

### ADMINISTRATION

<b>Superintendent</b> Karl Mueller.....(619)522-8900 ext. 1025	<b>Silver Strand State Preschool</b> 8:15-11:45am (M-F)	
<b>Assistant Superintendent</b> Donnie Salamanca.....(619)522-8900 ext. 1016	<b>Silver Strand Elementary</b> TK*/K: 8:10-2:15pm (M/T/Th/F) 8:10-11:40am (W) Grades 1-3: 8:10-2:20pm (M/T/Th/F) 8:10-1:05pm (W) Grades 4-5: 8:10-2:55pm (M/T/Th/F) 8:10-1:40pm (W)	
<b>Director of Human Resources</b> Jeremy Lyche.....(619)522-8900 ext. 1021	<b>Village Elementary/ECDC</b> TK*/K: 8:20-2:25pm (M/T/Th/F) 8:20-11:50am (W) Grades 1-3: 8:10-2:20pm (M/T/Th/F) 8:10-1:05pm (W) Grades 4-5: 8:10-2:55pm (M/T/Th/F) 8:10-1:40pm (W)	
<b>Director of Learning</b> Megan Battle.....(619)522-8900 ext. 1014	<b>Coronado Middle School</b> 7:58 – 3:00pm (M/T/Th/F) 7:58 – 1:20pm (W)	
<b>Director of Student Services</b> Niamh Foley.....(619)522-8900 ext. 1032	<b>Coronado High School</b> 7:00-3:33pm (M/Th/F – Periods E-7) 7:00-2:25pm (T – Periods E-3) 8:40-4:10pm (W – Periods 4-7)	
<b>Coronado High School</b> Principal – Shane Schmeichel.....(619)522-8907 ext. 2096 Asst. Principal – Tim Hopper.....(619)522-8907 ext. 2095 Asst. Principal – Catherine Burling.....(619)522-8907 ext. 1061	*Transitional Kindergarten (TK) – Follows the kindergarten schedule as shown above with the following exceptions regarding dismissal times: Aug 23-Nov 16, 2018: M-F min. day schedule (Wednesday schedule) Nov 26, 2018-Mar 8, 2019: 3 days/wk min. days; 2 days/wk are full days Mar 11-June 13, 2019: M/T/Th/F are full days; Wednesday min. day	
<b>Coronado Middle School</b> Principal – Karin Mellina.....(619)522-8921 ext. 3099 Asst. Principal – Brooke Falar.....(619)522-8921 ext. 3098	<b>STUDENT CALENDAR</b>	
<b>Silver Strand Elementary School</b> Principal – Jenny Moore.....(619)522-8934 ext. 4099	August 23..... First Day of School <b>September 3..... Labor Day Holiday</b> <b>October 8..... Columbus Day Holiday</b> October 18.....Late Start Thursday*** October 29-Nov 2.....Parent/Teacher Conferences – Grades K-5** November 7-9.....Parent/Teacher Conferences – Grades 6-8** <b>November 12..... Veterans Day Holiday</b> <b>November 19-23..... Thanksgiving Break</b> <b>December 21-January 4..... Winter Break</b> January 17.....End of 1st Semester <b>January 18..... Non-Student Day</b> <b>January 21..... Martin Luther King Jr. Holiday</b> January 31.....Late Start Thursday*** <b>February 15..... Lincoln's Birthday Holiday</b> <b>February 18..... President's Day Holiday</b> March 14.....Late Start Thursday*** <b>March 25-29..... Spring Break</b> April 3-5.....Parent/Teacher Conference – Grades TK-5** <b>April 19-22..... April Recess</b> April 22-May 17.....CAASPP Testing Window – Grades 3-8 May 20-May 31.....CAASPP Testing Window – Grades 11 May 6-17.....AP Testing at CHS <b>May 27..... Memorial Day Holiday</b> June 13.....Last Day of School****	
<b>Village Elementary School</b> Principal – Heidi Bergener.....(619)522-8915 ext. 5097 Asst. Principal – Tanya White.....(619)522-8915 ext. 5098		

### GRADING PERIODS

#### ELEMENTARY – GRADES TK-5

1st Semester	08/23/18 – 01/17/19	Parent/Teacher Conferences (all students) & Progress Reports (students below standards <i>only</i> ): 10/29/18-11/02/18 1st Semester Report Card sent home with student 01/25/19
2nd Semester	01/22/19 – 06/13/19	Parent/Teacher Conferences (determined by teacher) and Progress Reports (students below standards <i>only</i> ): 04/03/19-04/05/19 2nd Semester Report Card sent home with students 06/13/19

#### SECONDARY – GRADES 6-12

1st Quarter	08/23/18 – 10/26/18	
2nd Quarter End of 1st Semester	10/29/18 – 01/17/19	CMS Parent/Teacher Conferences: 11/07/18-11/09/18 1st Semester Report Card mailed home by 01/25/19
3rd Quarter	01/22/19 – 03/22/19	
4th Quarter End of 2nd Semester	04/01/19 – 06/13/19	2nd Semester Report Card mailed home by 06/21/19

\*\*Minimum Days: Students released per Wednesday schedule.  
\*\*\*Late Start Thursdays: All students begin instructional day at 10:00am.  
\*\*\*\*Early Release: See school's website for release times.

# Coronado Unified School District 2018 – 2019 Calendar

	M	T	W	T	F	Holidays & Events	
<b>August</b> 	6	7	8	9	10	8/20-22	Teacher Workdays
	13	14	15	16	17	8/23	First Day of School
	20	21	22	23	24		
	27	28	29	30	31		
<b>September</b>	3	4	5	6	7	9/3	Labor Day
	10	11	12	13	14		
	17	18	19	20	21		
	24	25	26	27	28		
<b>October</b> 	1	2	3	4	5	10/8	Fall Holiday
	8	9	10	11	12		
	15	16	17	18	19		
	22	23	24	25	26		
<b>November</b> 	29	30	31	1	2		
	5	6	7	8	9		
	12	13	14	15	16	11/12	Veteran's Day
	19	20	21	22	23	11/19-23	Thanksgiving Recess
	26	27	28	29	30		
<b>December</b>	3	4	5	6	7		
	10	11	12	13	14		
	17	18	19	20	21	12/21-1/4	Winter Recess
	24	25	26	27	28		
<b>January</b>	31	1	2	3	4		
	7	8	9	10	11		
	14	15	16	17	18	1/17	End of First Semester
	21	22	23	24	25	1/18	Teacher Work Day/Non-student Day
	28	29	30	31	1	1/21	M.L. King Jr. Birthday
							
<b>February</b> 	4	5	6	7	8		
	11	12	13	14	15	2/15	Lincoln's Birthday
	18	19	20	21	22	2/18	President's Day
	25	26	27	28	1		
<b>March</b> 	4	5	6	7	8		
	11	12	13	14	15		
	18	19	20	21	22		
	25	26	27	28	29	3/25-3/29	Spring Recess
							
<b>April</b>	1	2	3	4	5		
	8	9	10	11	12		
	15	16	17	18	19	4/19-22	April Recess
	22	23	24	25	26		
<b>May</b> 	29	30	1	2	3		
	6	7	8	9	10		
	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29	30	31	5/27	Memorial Day
<b>June</b> 	3	4	5	6	7	6/13	Last Day of School
	10	11	12	13	14	6/13	End of Second Semester
	17	18	19	20	21	6/14	Last Teacher Day
	24	25	26	27	28		
						Schools closed on bordered days	

RFP #CUSD-2019-01 SPED TRANSPORTATION

Coronado Unified School District  
 PRICE SCHEDULE— SPECIAL EDUCATION TRANSPORTATION (6 HOUR BASE)  
 FOR CONTRACTOR-OWNED VEHICLES

Number of Buses/Vehicles	Capacity	Number of Operating Days	Six-Hour Base Price	Price Per Hour Over Base	Annual Cost

TOTAL ANNUAL COST: \_\_\_\_\_

- District may add or reduce the number of buses/vehicles needed with five days written notice
- Over hours are to be billed in fifteen minute increments
- Number of buses/vehicles to be determined by bell times/student count provided

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Signature of Authorized Agent

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 Business Telephone Number

\_\_\_\_\_  
 City, State and Zip Code

\_\_\_\_\_  
 Date Signed

## PROPOSED VEHICLE INVENTORY AND PROPERTY SUMMARY

Contractor: \_\_\_\_\_

Provide a description of the vehicles to be provided under this Contract by the Contractor, including all of the following information:

1. Vehicle number \_\_\_\_\_
2. Make/model \_\_\_\_\_
3. Passenger capacity \_\_\_\_\_
4. Year of manufacture \_\_\_\_\_
5. Current mileage \_\_\_\_\_
6. Engine and transmission type \_\_\_\_\_
7. Fuel type \_\_\_\_\_
8. New or used \_\_\_\_\_
9. Brake type \_\_\_\_\_
10. Wheelchair accessible \_\_\_\_\_

*Attach additional sheets as needed*



**NON-COLLUSION AFFIDAVIT**

In accordance with Public Contract Code Section 7106, the undersigned declares that he or she holds the position listed below with the bidder, 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, and has not paid, and will not pay, any person or entity for such purpose.

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Bidder

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California                    )  
County of San Diego                )

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Notary Public in and for the State of California



**CORONADO UNIFIED SCHOOL DISTRICT**

**RFP #CUSD-2019-01  
SPECIAL EDUCATION TRANSPORTATION SERVICES**

**SECTION 6  
AGREEMENT**

## AGREEMENT

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_ in the County of \_\_\_\_\_, State of California, by and between the **Coronado Unified School District** (the "District") and \_\_\_\_\_ (the "Contractor"). The District and Contractor may be referred to herein individually as a "Party" and collectively as the "Parties."

## RECITALS

- A. District is contracting for Special Education Transportation Services – #CUSD-2019-01 ("Contract").
- B. Contractor has been selected by the District to perform the services under the Contract in a manner consistent with the requirements of California Education Code section 39802.
- C. District desires that the Contractor perform the services under the Contract in accordance with the terms and conditions set forth in this Agreement and all Contract Documents incorporated herein.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE 1 - SCOPE OF WORK.** The Contractor shall provide during the term hereof all labor, services, materials (including vehicles), and transportation in connection with the following titled project:

### **#CUSD-2019-01 Special Education Transportation Services**

It is the duty of the Contractor to perform the services covered by this Agreement in accordance with the approved bid as submitted. Contractor shall not add vehicles or routes except as authorized in writing in advance by the District.

**ARTICLE 2 – TERM OF AGREEMENT.** The services provided hereunder shall commence on July 1, 2019, and shall terminate on June 30, 2022 ("Initial Term"). The Initial Term may be extended upon mutual consent of District and Contractor for an additional two (2) terms of one (1) year each ("Additional Terms") in accordance with the same terms and conditions agreed to herein by District and Contractor, as modified from time to time, and consistent with the provisions contained in Education Code section 39803(a).

**ARTICLE 3 – CONTRACT PRICE.** The District shall pay to the Contractor as full consideration for the faithful performance of the Agreement, subject to any additions or deductions as provided in the Contract Documents, the amounts calculated at the rates set forth in the Bid Form. Payments shall be made after services are rendered and within thirty (30) days of District's receipt of Contractor's proper and accurate invoice.

The rates established for the Initial Term may be subject to adjustment at the end of the Initial Term and thereafter at the expiration of each one (1) year Additional Term. Rate change requests shall be provided in writing to the District by June 1st of each year. Any adjustment upward or downward of rates shall be based upon the twelve (12) month change in the Consumer Price Index (CPI) – All Urban Consumers for the San Diego region (Transportation Category) as published by the United State Bureau of Labor Statistics using the period ending June 30th of each year the Agreement is in effect. If the period ending June 30th has not been published at the time of the adjustment, the most recently published figure shall be used. Any such adjustment shall not result in an increase greater than five percent (5%) annually effective July 1 of each year.

**ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT.** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice to Contractors Calling for Bids  
Information for Bidders  
Terms and Conditions  
Bidder Questionnaire  
Bid Form and Proposal, as accepted  
Proposed Vehicle Inventory and Property Summary  
Bid Bond  
Non-Collusion Affidavit  
Agreement  
Performance Bond  
Workers' Compensation Certification  
Drug-Free Workplace Certification  
Contractor Fingerprinting Certification  
Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, as issued

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all. This Agreement shall supersede any prior agreement of the Parties.

**ARTICLE 5 – TRADITIONAL SCHOOL YEAR AND EXTENDED SCHOOL YEAR.** The traditional school year will typically consist of approximately 185 school days. The traditional school year begins in late August and concludes in June. Extended School Year ("ESY") is approximately 30 school days and can begin in June and conclude in July. Modifications may occur when deemed appropriate by the District. Any such modifications shall be communicated in writing to the Contractor.

**ARTICLE 6 – UNSCHEDULED SCHOOL CLOSING.** The District shall not be obligated to accept or pay for any services of the Contractor on those days when the non-public schools which District special education students attend are closed to insure the health or safety of the students or for any other lawful reason.

**ARTICLE 7 – INSURANCE.** The Contractor shall secure and maintain, as a minimum, the insurance required in the Terms and Conditions included herein with insurance companies acceptable to the District. Contractor shall further furnish to the District certificates of insurance, which shall name the District, its officers, agents and employees as additional insureds for claims arising under or related to the Agreement. All policies required to be maintained by the Contractor shall contain a provision that coverage afforded under the policies shall not be canceled or modified without thirty (30) days written notice to and consent of the District. Failure to maintain insurance and furnish the required Certificates may be considered a breach of the Agreement by the Contractor and the District may terminate the Agreement without waiver of any remedy it may have.

**ARTICLE 8 – PERFORMANCE BOND.** Contractor shall furnish to the District a Performance Bond executed by a surety acceptable to the District. The Bond shall cover the Contractor's performance for the term of the Agreement in the amount of One Hundred Thousand Dollars (\$100,000).

**ARTICLE 9 – PERMITS AND LICENSES.** Contractor, its employees and agents shall secure and maintain valid permits and licenses that are required by law for the execution of this Agreement and must comply with all applicable laws and regulations pertaining to student transportation and commercial laws and regulations (e.g., random drug testing). Contractor will be required to comply with all applicable requirements under the California Vehicle Code to notify the Department of

Motor Vehicles whenever a certified school bus, school pupil activity bus, or youth bus driver is dismissed for causes related to passenger safety.

**ARTICLE 10 – MONITORING INSPECTION.** Contractor shall allow any authorized representative of the District, California Highway Patrol, and/or the California Department of Education to monitor Contractor personnel engaged in performance of this Agreement, including visual inspection of vehicles and/or certificates (on-the-spot at school sites). A written request for correction of unsatisfactory driving or conduct of the driver will be given to the Contractor who shall submit a written response within five (5) days of such request to the District and/or the California Department of Education.

**ARTICLE 11 – CONTRACTOR COVENANT.** While performing the services and duties required hereunder, Contractor agrees to comply with and observe all the provisions of the California Vehicle Code and all other applicable laws, and further agrees to comply with all rules and regulations established by the California State Board of Education, the California Department of Education, and the District relating to the safe transportation of students.

**ARTICLE 12 – FAILURE OF CONTRACTOR TO PROVIDE SATISFACTORY SERVICE.** It is agreed by the Contractor and the District that, from the nature of services to be rendered, it is impracticable and difficult to fix actual damages to the District through failure of the Contractor to provide the services as specified (including, but not limited to, equipment and drivers). Therefore, in the event the Contractor's performance does not conform to the requirements of this Agreement, the District is authorized to withhold payment of amounts otherwise due under the terms of the Agreement as specified below, except that Contractor will not be assessed damages for delays due to weather, road construction or traffic delays beyond the control of the Contractor and payments will not be withheld without Contractor first being given written notice that the service is not satisfactory.

a. Late or Early Trips. A scheduled trip or route which is more than twenty minutes late or more than ten minutes early (at any pick up location) shall be subject to an assessment of \$50 liquidated damages. No route shall be assessed more than One Hundred Dollars (\$100) per day pursuant to this provision.

b. Missed Trips. For each student not transported during his/her regular route due to the negligence of the Contractor, the Contractor shall be assessed the amount of Fifty Dollars (\$50.00) and shall bear the responsibility and cost of sending another vehicle to transport that student.

c. Failure to Maintain Drivers on Regular Assignment to Established Routes. Whenever a driver on an established route is new or unfamiliar with the route, and as a result the transportation service does not meet desired standards of the District (as to timeliness, covering all stops, etc.), there may be assessed an amount not to exceed One Hundred Dollars (\$100) per day for the route. Exceptions to the foregoing will be allowed for emergency situations, singular in nature, which could not have been reasonably foreseen by the Contractor (e.g., emergency absence of a regular driver due to illness or accidental injury). Contractor's inability to maintain adequate numbers of qualified drivers regularly assigned to service District's needs will not be acceptable as an exception.

d. Failure to Provide Appropriate Equipment for Vehicle. Failure of the Contractor to provide the appropriate equipment required for each vehicle, including but not limited to two-way radios, wheelchair tie downs, fire extinguishers, etc., shall result in the assessment of liquidated damages of Twenty-Five Dollars (\$25.00) per day and continuing at said rate for so long as the Contractor fails to provide such equipment.

e. Failure to Provide Notice of Injury/Accident. Failure of the Contractor to notify the District immediately (within 15 minutes or sooner if circumstances warrant) of vehicle accidents and/or upon notification of any incident in which a child may have sustained injury, will result in an assessment of liquidated damages of One Hundred Dollars (\$100.00).

f. Failure to Provide Written Accident/Injury Reports. An assessment of One Hundred Dollars (\$100) per each additional day may be made whenever Contractor fails to provide District with a written report of any accident/injury within 24 hours after the occurrence.

g. Failure to Have Standby Drivers and Buses. Failure to have available standby drivers or vehicles to service established routes shall be subject to the assessment of three hundred dollars (\$300) per day as liquidated damages.

h. The sum of assessment for a given month shall be deducted by the District in the payment to the Contractor for that month. The provisions of this paragraph do not apply when delays are caused by conditions beyond the control of the Contractor, as determined by District.

i. Assessments of such deductions by the District shall in no way relieve the Contractor of its obligation to provide spare vehicles and drivers sufficient to cover all interruptions in service to the District due to failure of equipment or lack of personnel.

j. Such liquidated damages are in addition to any other remedy available to the District.

#### **ARTICLE 13 – TERMINATION.**

a. Notwithstanding anything to the contrary stated in this Agreement, the District may terminate this Agreement for convenience at any time upon thirty (30) days prior written notice to the Contractor. Upon such termination, the District's total obligation to the Contractor shall be limited to the payment for all services already provided by the Contractor in accordance with this Agreement prior to the effective date of the termination.

b. The District shall have the option to terminate the Agreement as of the anniversary date of each Additional Term. The District may exercise this option by mailing written notice to the Contractor at least thirty (30) days prior to the Additional Term at which date termination will be effective.

c. This Agreement may be terminated by either Party hereto should the other Party breach or fail substantially to perform in accordance with the terms hereof through no fault of the terminating Party and such failure continues for thirty (30) days after notice thereof is delivered by the non-breaching Party. For purposes of this subsection, the Contractor shall be deemed to be in breach of this Agreement should the Contractor: (i) refuse or fail to perform those services required under the Agreement, or to provide the District with efficient, safe and economical pupil transportation services, or any separable part thereof, including properly trained personnel; (ii) repeatedly or persistently refuse or fail to provide personnel in quantities required to provide student transportation services as herein specified; (iii) persistently disregard laws, ordinances, or instructions of the District; or (iv) otherwise be in substantial violation of this Agreement.

d. In the event that the Agreement is terminated as a result of a failure to perform by Contractor pursuant to subsection (c) above, the Contractor shall be paid its compensation for services performed to the date of termination, but shall not be paid any termination expenses.

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

**ARTICLE 14 – INDEPENDENT CONTRACTOR.** It is expressly understood and agreed to by the Parties that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an officer, agent, or employee of the District.

Contractor assumes exclusively the responsibility for the acts and omissions of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees. The

District shall be permitted to monitor the activities of Contractor and its agents and employees at any time to determine compliance with the terms of the Agreement.

**ARTICLE 15 – FORCE MAJEURE.** The Parties to the Agreement may be excused from the performance hereunder during the time and to the extent that they are prevented from obtaining or performing the service by Act of God, fire, strike, loss of transportation facilities, lockout, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other Party, provided that it is satisfactorily established that the non-performance is not due to the fault of the Party not performing.

**ARTICLE 16 – ENTIRE AGREEMENT.** This Agreement, together with the related Contract Documents, constitutes the entire agreement between the Parties and incorporates all prior agreements and understandings in connection with the subject matter hereof. This Agreement may be amended only in writing signed by both Parties. Nothing contained in this Agreement is intended to benefit any third party.

**ARTICLE 17 – EXECUTION OF OTHER DOCUMENTS.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE 18 – EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE 19 – BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

**ARTICLE 20 – SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of San Diego, subject to transfer of venue under applicable State law.

**ARTICLE 21 – AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the Governing Board.

**ARTICLE 22 – ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond and the District.

**ARTICLE 23 – WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

**ARTICLE 24 – PROVISIONS REQUIRED BY LAW.** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 25 – AUTHORITY TO EXECUTE.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

**CONTRACTOR:**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

**DISTRICT:**

Coronado Unified School District

By \_\_\_\_\_

Donnie Salamanca,  
Assistant Superintendent

Governing Board Date: \_\_\_\_\_

Agenda Item No: \_\_\_\_\_



## **CORONADO UNIFIED SCHOOL DISTRICT**

**RFP #CUSD-2019-01  
SPECIAL EDUCATION TRANSPORTATION SERVICES**

**SECTION 7  
PERFORMANCE BOND**

## PERFORMANCE BOND

WHEREAS the **CORONADO UNIFIED SCHOOL DISTRICT** (also referred to herein "Obligee") has awarded to \_\_\_\_\_ (hereinafter "Contractor"), a contract for work described as follows:

### **SPECIAL EDUCATION TRANSPORTATION SERVICES Bid # CUSD-2019-01(the "Project");**

WHEREAS, the Work to be performed by the Contractor is more particularly set forth in that certain Agreement between the Obligee and Contractor dated \_\_\_\_\_, which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, the Contractor is required by said Contract Documents furnish a bond ensuring the Contractor's prompt, full and faithful performance of the Work under the Contract Documents ("Bond").

NOW, THEREFORE, we \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto the **CORONADO UNIFIED SCHOOL DISTRICT** in the sum of One Hundred Thousand Dollars (\$100,000.00), in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its heirs, executors, administrators, successors or assigns, promptly, fully and faithfully performs each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents, as they may be modified or amended from time to time, and if the Principal indemnifies and saves harmless the Obligee, its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or obligations of the Contract Documents, including all modifications and amendments thereto, and any warranties or guarantees required thereunder, as set forth in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, or the Work to be performed thereunder shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder. Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, or the Work to be performed under the Contract Documents.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance

or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to Obligee within the time specified herein, the Obligee may take all such action or actions necessary to cure or remedy the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any Work which increases the Contract Price.

The Principal and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the Bond, Principal and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event that suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, we have hereto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal/Contractor

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

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged, \$\_\_\_\_\_.

(The above must be filled in by corporate surety.)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California            )  
County of San Diego         )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for the State of California

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as principal to the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

[This space intentionally left blank.]



**CORONADO UNIFIED SCHOOL DISTRICT**

**RFP #CUSD-2019-01  
SPECIAL EDUCATION TRANSPORTATION SERVICES**

**SECTION 8  
CERTIFICATIONS**

## WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, 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 workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

(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.)

## DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the **CORONADO UNIFIED SCHOOL DISTRICT** (hereinafter referred to as the "District" and \_\_\_\_\_ (hereinafter referred to as the ("Contractor") for the **Special Education Transportation Services, Bid # CUSD-2019-01**. This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency under California law and requires all contractors awarded a contract to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

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

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition;
- B. Establishing a drug-free awareness program to inform employees about all of the following:
  1. The dangers of drug abuse in the workplace;
  2. The person's or organization's policy of maintaining a drug-free workplace;
  3. The availability of drug counseling, rehabilitation and employee-assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations.
- C. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision A, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract by:

- A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace;
- B. Establishing a drug-free awareness program; and

- C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agree to abide by the terms of that statement.

I also understand that if the District determines that I have either: (a) made a false certification herein; or (b) violated this certification by failing to carry out the requirements of Section 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the Act.

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

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor (Print or Type)

By \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California            )  
County of San Diego         )

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Notary Public in and for the State of California

**PROHIBITIONS AGAINST TOBACCO PRODUCTS CERTIFICATION**  
(To be executed by Bidder and submitted with bid)

BOARD POLICY NO. BP3513.3: PROHIBITIONS AGAINST TOBACCO PRODUCTS

- A. No pupil may possess or use tobacco, or any products containing tobacco or nicotine products, including but not limited to cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel (1) while on school grounds, (2) while going to or coming from school in any vehicle provided by the District (3) during the lunch period whether on or off the campus, and (4) during a school sponsored activity.
- B. All schools and school ground are "No Smoking Areas" and shall be posted as such. No pupil, employee or visitor shall use tobacco products at schools or on school grounds. No pupil employee or visitor shall use tobacco products in vehicles operated by or on behalf of the District.

*NO-SMOKING POLICY*

Effective March 16, 1993, for purposes of the No-Smoking Policy set forth in Board Policy Number 3513.13 of the Coronado Unified School District, a copy of which is stated above and is incorporated herein by reference, contractors, sub-contractors and any officers, agents and employees of either of them shall be deemed visitors to the District while on District premises. Pursuant to the terms of the Policy, the use of tobacco, or any products containing tobacco or nicotine products by any visitor on school premises is prohibited. The first time the contractor, sub-contractor, any officers, agents and employees is found smoking on District premises or if, upon inspection by District officials, evidence of smoking is found on the construction site or evidence of smoking can be traced to the worker on the construction site, Contractor shall be given written warning of the violation and be advised of this provision. Upon the second and each subsequent violation of the policy, Contractors shall be fined an amount of \$250.00. At any time after the third violation of the policy, District may either (1) require the Contractor to replace the worker(s) who are violating the policy or (2) terminate this contractor pursuant to the provisions of Article 13 hereof.

By signing below, the undersigned acknowledges notice of Board Policy 3513.3 and remedies set forth.

\_\_\_\_\_  
Contractor's signature

**CONTRACTOR FINGERPRINTING CERTIFICATION**

The undersigned does hereby certify to the Governing Board of the Coronado Unified School District ("District") as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction project that is the subject of the Contract (check all that apply):

\_\_\_\_\_ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, 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. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as Attachment "A"; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: \_\_\_\_\_

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

Contractor's responsibility for background clearance extends to all of its employees and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

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

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

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

**CONTRACTOR FINGERPRINTING CERTIFICATION  
ATTACHMENT "A"**

Below, please list all names of employees and all subcontractors' employees who may come into contact with pupils:
