



Request for Proposal # 1217-18/19

**BUS TRANSPORTATION SERVICES
FOR FIELD AND ATHLETIC TRIPS AS NEEDED**

Issue Date: April 17, 2019

Submit by: May 13, 2019

10:00 a.m.

Contact:

Elizabeth Roman

Purchasing Manager

(626) 943-6570

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NOTICE OF REQUEST FOR PROPOSAL

NOTICE is hereby given that the Alhambra Board of Education, governing Board of the Alhambra Unified School District of Los Angeles County, will receive sealed proposals as stated below.

RFP # 1217-18/19 BUS TRANSPORTATION SERVICES FOR FIELD AND ATHLETIC TRIPS AS NEEDED

Firms desiring to respond should obtain RFP forms from the Purchasing Department at the Administration Building located at 1515 West Mission Road, Alhambra, California 91803 (626 943-6570 phone). RFP forms are also available on the district website at www.ausd.us.

Each proposal must be submitted on the printed form furnished in the RFP packet and must be received in a sealed envelope by the Purchasing Department on or before 10:00 A.M., Monday, May 13, 2019. Receipt is per the designated clock in Purchasing.

Questions must be emailed to roman_elizabeth@ausd.us by 5:00 p.m. on May 1, 2019. A list of all questions and answers will be posted on the district website on Tuesday, May 7, 2019.

It is understood that the District reserves the right to reject this bid in whole or in part; to waive informalities, any discrepancy, or technicality, in the bids or bidding, and that this bid shall remain open and not be withdrawn for a period of NINETY (90) days after the date set for the opening of bids. Bids are subject to acceptance at any time within 90 days after opening of same, unless otherwise stipulated.

The District further reserves the right to award the contract for services to the lowest responsible bidder per line item. The award, if made by the District, will be to the qualified contractor(s) whose bid best complies with all of the requirements set forth in the bid documents and whose bid, in the opinion of the District, is in the best interest of the District, taking into consideration all aspects of the contractor's response, including the total net cost to the District.

Elizabeth Roman
Purchasing Manager

Publish: 4/17/19 & 4/24/19
Pasadena Star News

ENCLOSE WITH BID

Alhambra Unified School District

1515 W. Mission Road, Alhambra, CA 91083

BUS TRANSPORTATION SERVICES FOR FIELD AND ATHLETIC TRIPS AS NEEDED

RFP# 1217-18/19

Submit by May 13, 2019 at 10:00 A.m.

Request for Proposal Signature Page

This Request for Proposal (RFP) is for transportation services for field and athletic trips when needed for Alhambra Unified School District.

Before bidding, please read the **entire packet** thoroughly acquaint yourself with the project. Submit all proposals in a sealed envelope showing the Company Name, RFP Name & Number, Submission Due Date, and Time. Proposals must reach the Alhambra Unified School District Purchasing Department, at the address listed above by the time and date listed above.

If further clarification is needed, contact Elizabeth Roman at the Alhambra Unified School District by May 1, 2019 at roman_elizabeth@ausd.us.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signed By: _____

Printed Name of Signor above: _____

Title: _____ Date: _____

Company Name: _____

Mailing Address: _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

E-Mail Address: _____

PROJECT SCHEDULE

All events are held at Alhambra Unified School District located at
1515 W. Mission Road, Alhambra, CA 91803

Issue Date: April 17, 2019

Questions Due: May 1, 2019 at 5:00 p.m.

RFP Due: May 13, 2019 at 10:00 a.m.
Purchasing Department

Protest Deadline: May 20, 2019 by 10 a.m.

Intend to Award: May 20, 2019 by 10 a.m. (Pending Board
Approval)

Recap of RFP: Available After June 4, 2019 or Board
Approval

Contact: Elizabeth Roman
Purchasing Manager
Alhambra Unified School District
1515 W. Mission Road
Alhambra, CA 91803
(626) 943-6570
roman_elizabeth@ausd.us

Information for Bidders

INFORMATION FOR BIDDERS

1. **Preparation of Bid Form.** The District invites bids on the form attached to be submitted at such time and place as is stated in the Request for Proposal. All blanks in the bid form must be appropriately filled in. All bids shall be submitted in sealed envelopes bearing on the outside the Company Name, RFP Name & Number, Submission Due Date and Time. It is the sole responsibility of the bidder to see that his bid is received in proper time. Time is per the designated clock in Purchasing. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. **Bid Security.** NOT APPLICABLE ON THIS PROJECT.
3. **Signature.** The bid must be signed in the name of the bidder and must bear the signature in longhand of the person, or persons, duly authorized to sign the bid on behalf of the bidder.
4. **Modifications.** Changes in, or additions to, the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered.
5. **Erasures.** The bid submitted must not contain any erasures, interlining, 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 persons signing the bid and Contract Documents.
6. **Examination of Contract Documents.** The bidder shall thoroughly examine and be familiar with the bid documents. The failure or omission of any Contractor to receive or examine any contract document, form, instrument, addendum or other documents, shall in no way relieve any Contractor from obligations with respect to the bid. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
The Contract Documents consist of the following:
 - Notice of Request for Proposal
 - RFP Signature Page
 - Project Schedule
 - Information for Bidders
 - Special Conditions
 - Specifications for Providing Bus Transportation Services
 - Sample Contract Agreement Form
 - Non-Collusion Form
 - Workers' Compensation Certificate Form
 - Bid Form and Addenda, if any
 - W-9 Form
 - Student Calendar

7. **Withdrawal of Bids.** Any bidder may withdraw his bid either personally by written request, or by fax request, confirmed in the manner specified above at any time prior to the scheduled closing time for the receipt of bids.
8. **Contract Agreement.** The Contract which the successful bidder will be required to execute at the time of execution of the Agreement, is included in the contract documents and should be carefully examined by the bidder. The required number of executed copies of the Agreement is four (4) and only one (1) set of insurance documents.
9. **Interpretation of Documents.** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other contract documents, or finds discrepancies in, or omissions in the specifications, he may submit to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and posted on the district website. No person is authorized to make any oral interpretation of any provision in the contract documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.
10. **Bidders Interest in More than One 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. A person, firm or corporation that has submitted a sub proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub proposal or quoting prices to other bidders or submitting a prime bid directly to the District.
11. **Award of Contract.** It is understood that the District reserves the right to reject this bid in whole or in part; to waive informalities, any discrepancy, or technicality, in the bids or bidding. The award of the contract will be made to the lowest responsible bidder per each line item.
12. **Protest by Bidders.** A bidder may protest a bid award if he/she believes that the award is inconsistent with Alhambra Unified School District (AUSD) Board policy, the bid's specifications, or is not in compliance with law. A protest must be filed in writing with the AUSD Superintendent or designee by the protest deadline. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract. The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem. The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the bidder of the time for Board consideration of the protest. The Board's decision shall be final.
13. **Evidence of Responsibility. Upon the request of the District,** a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources and plant facilities available for the performance of the contract. The bidder's facilities are to be made available for a walk through, if so requested.

14. **Subcontracts with Other Contractors.** Contractors may subcontract with other qualified transportation firms to provide all, or a portion of, the transportation service required hereunder. If a Contractor wishes to exercise this option, the prime contractor under these circumstances shall be responsible for all contract activities, including but not limited to, monitoring of adherence to routing and scheduling requirements, safety programs, driver education, reporting requirements, insurance requirements, invoice preparation and payments to subcontractors.
15. **Workers' Compensation.** In accordance with the provisions of #3700 of the Labor Code, Contractor shall secure the payment of compensation to his 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 #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 the 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. **Bid Deposit Return.** NOT APPLICABLE ON THIS PROJECT.
17. **Payment Bond and Performance Bond.** NOT APPLICABLE ON THIS PROJECT.
18. **Forfeiture for Failure to Execute Contract.** In the event the bidder to whom an award is made fails or refuses to execute the contract within five calendar days from the date of receiving notification that he is the bidder to whom the contract is awarded, the District may declare the bidder non-compliant and may award the work to the next lowest bidder, or may call for new bids.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code #12900, and Labor Code #1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him.
20. **Non-Collusion Certificate.** Bidders on all contracts are required to submit an Affidavit of Non-Collusion with their bid. This form is included with the bid package, must be signed under the penalty of perjury and dated.
21. **Grounds for Relief.** The bidder shall establish to the satisfaction of the court/District that:
 - (a) A mistake was made
 - (b) He or she gave the Director of Business Services written notice within five (5) consecutive calendar days after the opening of the bids that a clerical mistake was made, specifying in the notice in detail how the mistake occurred. The mistake made the bid materially different than it was intended to be.
 - (d) The mistake was made in filling out the bid and not due to error in judgment, or in reading the specifications, as defined in the Public Contract Code #5103.

22. **Approximate Estimate.** The quantities given in the proposal and contract are **approximate** only, being given as a basis for the comparison of bids. The Department does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the **right to increase or decrease** the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the District.
23. **Intent of Specifications.** The intent of specifications is to prescribe the details for the completion of the work that the Bidder undertakes to perform in accordance with the terms of the contract. Where the specifications describe portions of the work in general terms, but not in complete detail it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Bidder shall furnish all labor, materials, tools, equipment, incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.
24. **Trade Names and Alternatives.** NOT APPLICABLE ON THIS PROJECT.
25. **Laws to be Observed.** The Bidder shall keep himself fully informed of all existing and future State and Federal laws, county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Bidder shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the District and all officers and employees thereof connected with the work, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree the Bidder shall forthwith report the same to the District in writing.
26. **Sales Tax.** NOT APPLICABLE ON THIS SERVICE PROJECT.
27. **Business License.** Bidders are to have a current business license appropriate for the work to be performed and valid at the time of the bid opening date. If you do not currently have such business licenses and/or permits required to perform the job specified you will be required to obtain them at contractor's expense by the bid opening date in order to submit a bid. The awarded Bidder is to have his license(s) to remain valid through the duration of the term of the awarded bid.
28. **Reference List.** In the area noted below, list all similar jobs which your company has completed within the last year. Provide company name, number of buses, and approximate date of service. List all similar jobs which your company is presently working on. Please provide this information as requested on Bid Form.
29. **Security Clearance Requirements-Fingerprinting.** Awarded Contractor will be required

to comply with Education Codes 45125.1(a) and 45125.1(e). It requires if the contractor or the employees of the contractor may have any contact with pupils while performing the fulfillment of the contract, those employees shall submit or shall show evidence of acceptance of their fingerprints in a manner authorized by the Department of Justice.

30. **Contract Documents.** Documents included in this Request for Proposal are complimentary. Work called for by one document shall be binding as if called for by all. The intent of the documents is to include all labor, materials, equipment and supplies required to provide the Alhambra Unified School District with Bus Transportation Services for Field/Athletic Trips as needed and as specified herein.
31. **Covenant Against Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be executed as a result of this Notice Inviting Bids upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the Board of Education of the Alhambra Unified School District shall have the right to terminate any contract that may be entered into with Contractor and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.
32. **Independent Contractor.** While performing work hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the District.
32. **Insurance.** Without limiting CONTRACTOR'S indemnification of the DISTRICT, CONTRACTOR, and subcontractors, if any, shall provide and maintain at its own expense during the term of this agreement the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by carriers licensed to do business in the State of California and who are acceptable to the DISTRICT. Evidence of such programs satisfactory to the DISTRICT shall be delivered to the DISTRICT, attention Director of Business Services, on or before the effective date of this agreement. CONTRACTOR shall not commence work under the agreement until all insurance requirements have been met, and Certificates of Insurance and Policy Endorsements have been delivered to and approved by, the DISTRICT. Such evidence shall specifically identify this agreement and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any program of insurance.

General Liability - A program including, but not limited to, comprehensive general liability, specifically endorsed for contractual liability coverage, with a combined single limit of not less than \$5,000,000 per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT and shall name the DISTRICT, its officers, agents, and employees as an Additional Insured.

Automobile Liability - A program including, but not limited to, comprehensive automobile liability, specifically endorsed to include both owned and non-owned

vehicles, with a combined single limit of not less than \$5,000,000 per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT and shall name the DISTRICT, its officers, agents and employees as an Additional Insured.

Workers' Compensation - A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services by or on behalf of CONTRACTOR and all risks to such persons under this agreement.

Satisfactory evidence of the above required insurance programs shall be in the form of a Certificate of Insurance along with the appropriate policy endorsements affording Additional Insured coverage. These documents shall be submitted to the DISTRICT, attention Director of Business Services, 1515 West Mission Road, Alhambra, CA 91803.

33. CONTRACT TERMINATION PROVISION.

The contractor agrees to provide the items and/or services called for at the terms, conditions, and unit costs for the first annual contract period of this contract.

A. Termination for Convenience

1) The District may, by written notice to the Contractor, terminate this Contract in whole or in part at any time, for the District's convenience.

upon receipt of such Notice, the Contractor shall:

(a) immediately discontinue all services affected (unless the notice directs otherwise) and,

(b) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Contractor in the performance of this contract, whether completed or in process. Termination of this contract shall be as of the date of receipt of the Contractor of such notice.

2) If the termination is for the convenience of the District, Contractor shall submit a final invoice within sixty (60) days of termination and upon approval by the District, the District shall pay the Contractor the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination.

3) The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Article. Payment to the Contractor in accordance with this Article shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

B. Termination for Default

1) The District may, by written notice to the Contractor, terminate this Contract in whole or in part at any time because of the failure of the Contractor to fulfill its contractual obligations. Upon receipt of such notice, the Contractor shall:

- (a) Immediately discontinue all services affected (unless the notice directs otherwise), and
- (b) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the contractor in the performance of this contract, whether completed or in process.

Termination of this contract shall be as of the date of receipt of the Contractor of such notice.

2) If the termination is due to the failure of the Contractor to fulfill its contractual obligations, the District may take over the services, and complete the services by contract or otherwise. In such case, the Contractor shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the Services, or any other costs or damages otherwise resulting from the failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the District. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the District upon notice of the excess so due.

3. If, after the notice of termination for failure to fulfill Contract Obligations, it is Determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in the article, Termination of Convenience.

4. The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Article. Payment to the Contractor in accordance with this article shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

Upon notification of contract cancellation, the District has the right to order services at the costs, terms, and conditions in effect at any time prior to the effective date of the cancellation of the agreement and require delivery of the services so ordered, up to the effective date of cancellation.

34. **Force Majeure.** The Contractor shall be excused from performance hereunder during the time and to the extent that he is prevented from performing in the customary manner by acts of God, strike, loss of transportation facilities and/or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District. Application of the Force Majeure clause in the event of a strike against the Contractor will be only to the extent, and for the time beyond, Contractor's reasonable utilization of management and other personnel required to fulfill the requirements hereunder and will require documentation of Contractor's utilization of management and other personnel and Contractor's good faith efforts to avert the labor action and to settle the dispute and/or disputes.

35. **Indemnification.** CONTRACTOR, and subcontractors, if any, agrees to indemnify, defend, and hold harmless the DISTRICT, its officers, agents, and employees, from and against any and all liability, loss, damage, or expense for claims for damages including, but not limited

to, bodily injury, death, personal injury or property damage, to the extent that such liability, loss, damage or expense is directly and proximately caused by the negligence or wrongful acts of CONTRACTOR'S operations, or its services hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services performed by or on behalf of CONTRACTOR by any person pursuant to this agreement. CONTRACTOR further agrees to pay on behalf of the DISTRICT any and all claims, damages, judgements, defense costs, adjuster fees, and attorney fees directly resulting therefrom.

36. Term. The contract and/or contracts awarded as a result of this Request for Proposal shall be effective with the prep for the startup of fall classes on August 1, 2019 per the Board of Education's award of contract (s) estimated for the regularly scheduled meeting of June 4, 2019 or June 18, 2019 and shall remain in effect through July 30, 2022. Thereafter, the term of the contract and/or contracts may be extended annually for a period of two (2) more additional annual renewals for a total contract not to exceed five (5) years; thus initial contract estimated to be 8/1/19-7/31/22, 1st annual renewal 8/1/22-7/31/23 and 2nd annual renewal 8/1/23-7/31/24. In consideration the Board of Education awards this contract to commence August 1, 2019, it will replace the awarded Bid 1176 contract(s) which was due to expire June 30, 2019.

Each annual renewal is contingent upon Contractor's performance during the previous year, including satisfactory performance review ratings. Performance reviews shall be conducted by the Director of Transportation or so designated by the District on or about August 1, November 1, February 1, and May 1 of each year this Agreement is in effect. Performance reviews shall include, but may not be limited to, the following:

1. Verification of satisfactory ratings on all California Highway Patrol inspections;
2. Maintenance of an on-time performance rating of 98 percent;
3. Maintenance of a safety record satisfactory to the District;
4. Maintenance of ratings on audit and/or inspection(s) of vehicles, maintenance records, facilities, driver performance reviews, and other such items which are satisfactory to the District;
5. Maintenance of good relationships with site personnel, parents, students, and the community;
6. Maintenance of a prevailing salary and benefit package for drivers, attendants, and other staff;
7. Other such items as may be inherent in providing efficient and cost effective bus transportation services as specified herein.

37. Amendments to Agreement. The contract(s) awarded as a result of this Notice Inviting Bids may be amended by mutual consent of the parties hereto at annual reviews. Amendments may be proposed in writing, by either party, delivered to the address provided for notices hereunder. Such amendments shall take effect at annual renewal dates upon signature by the original signatories to this contract, or their designees.

38. Payment. The District shall pay Contractor for services provided hereunder, monthly in arrears, upon receipt of a properly documented invoice.

39. Adjustment of Rates. The rates established herein may be adjusted if duly approved as noted above in item # 37 and commencing at annual renewals; August 1, 2020 or August 1,

2021. Such adjustment will be based upon the percentage of increase or decrease in the annual Consumer Price Index for the Los Angeles area for the period of July 1 through June 30 of the then current year. In the event circumstances occur which significantly affect the cost of transporting pupils, either party may request an adjustment in the compensation rates. After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the District may make such adjustments as are deemed by the District to be reasonable and fair.

40. Failure of Contractor to Provide Service. It is agreed by the Contractor and the District that, from the nature of the services to be rendered, it is impractical and extremely difficult to fix the actual damage to the District through the failure of the Contractor to provide any of the services as specified herein, and, therefore, Contractor shall be assessed fixed sums as follows:

40.1 Failure to provide service. When Contractors is unable to provide coverage, Contractor shall notify the District within twenty-four (24) hours prior to the scheduled event date and time. When Contractor fails to provide such notice, Contractor will be liquidated the amount of their complete base rate.

40.2 Late Trips. Trips which are fifteen (15) minutes late to the destination as scheduled shall be subject to an assessment of \$75 Liquidated damages.

40.3 Failure to Provide Written Accident Reports. An assessment of \$100 per day shall be made whenever Contractor fails to provide the Transportation Manager with a written accident report within three (3) working days after the accident. Contractor shall also provide a copy of the final CHP report within 5 days of receipt from CHP.

41. Contract Interpretation. Should any questions arise as to the terms and conditions of the Contract, which cannot be settled within thirty (30) days, the matter shall be submitted to a person selected by the District and one selected by the Contractor for resolution. If the persons so selected are unable to agree upon a resolution within fifteen (15) days following such selection and appointment, said persons shall agree upon a third person whose decision will be final and binding on all parties to the dispute. The decision of the impartial arbitrator shall be rendered within twenty (20) calendar days from the date of submission. The costs of arbitration shall be borne by the party losing in arbitration.

SPECIAL CONDITIONS
RFP # 1217-18/19

ALHAMBRA UNIFIED SCHOOL DISTRICT
SPECIFICATIONS FOR BUS TRANSPORTATION SERVICES FOR FIELD AND
ATHLETIC TRIPS AS NEEDED

The amount of the contract resulting from transportation bus services performed was an annual dollar value of \$208,849 for the 2018/2019 school year. It is not possible to state the estimated amount to be spent on this contract. The successful bidder/bidders will fulfill all requirements of the items covered by this bid during the contract period, and bidder agrees to furnish such requirements if awarded a contract.

The District has a concern about the safety of its students, and stresses, the Contractor shall provide buses with two-way radios that are in good operating condition.

On all trips the Contractor must require all drivers and bus to remain with the students, unless prior written consent by fax or other written measure has been obtained from the Director of Transportation Services. Failure to follow this provision may result in cancellation of the contract.

The Contractor agrees to comply with and observe all provisions of the California Highway Patrol, California Vehicle Code, and all other applicable laws, rules and regulations prescribed by the State Board of Education of California, any other State agency and the governing Board of Education of the Alhambra Unified School District relating to the safe transportation of students.

The Contractor(s) awarded the bid will be required to comply with the fingerprint security clearance. See Information For Bidders, Security Clearance Requirements.

The successful bidder(s) will be required to invoice Alhambra Unified School District by the tenth of the following month for any transportation bus services performed.

The District in its concern about the safety of its students brings special attention to Information For Bidders, Subcontracts with Other Contractors. Should a situation occur where the Contractor is Subcontracting a bus trip, it is the responsibility of the Contractor to notify the Director of Transportation in writing via fax or other written communication so said notice is received prior to the trip departure. It is also understood that the Prime Contractor takes on all legal contractual liability that the insurance is of required limits and the drivers are properly credentialed, certified and fingerprinted.

SPECIFICATIONS
BUS TRANSPORTATION SERVICES FOR FIELD AND ATHLETIC TRIPS AS NEEDED

1. **General Conditions.** The Contract is for furnishing school buses and drivers to transport District pupils, parents, and personnel at such times and places as directed or requested “to and from” various locations within and outside the District.

The transportation services shall include all equipment, apparatus, facilities, personnel, and materials per these specifications that follow.

All service shall be performed to the satisfaction of the Director of Transportation Services.

2. **Implementing of Contract.** The Contractor shall provide the required (1) certificate of insurance and the signed (2) Agreements, after the Contractor is notified by District that the Board of Education of the Alhambra Unified School District has awarded the contract. The Contractor is also to be prepared, if requested:
 - 2.1 To schedule a tour of the Contractor’s facilities.
 - 2.2 To provide a list of vehicles including the age of the vehicle.
 - 2.3 Schedule for employment and qualification of drivers, mechanics and other operational personnel.

3. School Bus Requirements.

- 3.1 Certification of School Buses- All buses shall meet all applicable regulations and laws relating to student transportation in the State of California including, but not limited to, the provisions of the State of California Vehicle and Education Codes, regulations of the California State Board of Education, and Title 13 of the California Administrative Code. Contractor shall furnish certificates of compliance and copies of California Highway Patrol terminal inspections certifying that all buses to be used to transport students pursuant to this Agreement are in compliance with applicable provisions of the California State Highway Patrol.
- 3.2 Mechanical Condition-All buses used by the Contractor to provide transportation services for students shall be in good mechanical and safe operating condition during the entire term of the Agreement.
- 3.3 The School District’s Right to Inspect-The District shall have the right to inspect vehicles used by the Contractor in the performance of the work under this Agreement. Inspections shall be conducted at such times as are determined by the District. All inspections shall be conducted during hours which do not inhibit the Contractor’s ability to transport District pupils in accordance with the approved routes and schedules. Buses deemed to be unfit for providing transportation service, or are not certified at the time of the inspection, shall be replaced by the Contractor with another bus in proper condition, of the appropriate size, type, and capacity.
- 3.4 Construction and Age of Vehicles-All buses provided by the Contractor shall be constructed to California State and United States Federal Standards for body joint strength; rollover protection; window retention; compartmentalization; seat padding; spacing; securement and containment; and fuel system integrity as established by Federal Motor Vehicle Safety Standards Numbers 217, 220, 221, and 222 inclusive.

In addition, Type 2 buses shall not be more than eight (8) years old during the period of the Agreement; Type 1 (conventional) buses shall not be more than 12 years old during the period of the Agreement; and Type 1 (transit) buses shall have been manufactured after April 1, 1977.

4 Special School Bus Requirements.

- 4.1 Mandated Changes-If during the period of this Agreement, any installation or modification of equipment is required due to a change in the law or applicable rules and/or regulations, such modification or installation shall be made by the Contractor without notification from the District. The cost of such modification and/or installation shall be borne by the Contractor.
- 4.2 Seat Belts-shall be provided by the Contractor, if required by law. Bus drivers will require pupils to use seat belts on busses so equipped.
- 4.3 Car Seats and Shoulder Harnesses-If car seats, shoulder harnesses or other restraining devices are required because of the handicapping condition of a pupil being transported, the District may request the Contractor to provide such apparatus. All car seats, shoulder harnesses, and restraining devices shall meet appropriate Federal Motor Vehicle Safety Standards and required crash tests. Any needed apparatus must be appropriate for the individual student's need. The District may assist in design and sizing of all required apparatus.
- 4.4 Wheelchair Buses-The Contractor shall provide and assign wheelchair buses, with appropriate tie-downs, as required to transport special education students in accordance with the field trips and athletic trips as needed.

5 Contractor's Facilities.

- 5.3 Facilities-Vehicle Parking-Contractor shall establish and maintain a secure facility adequate in size for night parking of vehicles assigned to providing bus service for the District.
- 5.4 Facilities-Maintenance-Contractor shall establish and maintain a maintenance facility equipped and staffed as required to perform preventive maintenance and repairs to vehicles on an as-needed basis.
- 5.5 Facilities-Location-Facilities shall be maintained within reasonable proximity to the Contractor's service area.
- 5.6 Facilities-Administrative and Support Staff-Contractor shall provide secure facilities for administrative and support staff assigned to transportation service provided for the District. These facilities shall be at, or near, the parking/maintenance facility in order that Contractor's personnel are aware of the operational aspects of the work at all times. The facilities shall be staffed as required to administer and support the program, including the availability of personnel to receive and place telephone calls during the hours that pupils are being transported.

6. School Bus Driver Requirements.

- 6.1 License-All drivers employed by the Contractor that are to provide service to the District must have and maintain a valid Class B California Commercial Driver's License, a PS endorsement, a valid California School Bus Driver Certificate, current medical certificate (DL51A), and an American Red Cross First Aid Certificate (where applicable). Copies of these certificates shall be provided to the district for inspection prior to putting the driver in service on District routes.
- 6.2 Health Requirements-Each school bus driver employed by the Contractor to provide service to the District shall be in good health. In compliance with Health and Safety Code Sections 3400 et. Seq., each driver, whether permanent, temporary, or substitute,

prior to driving for the District, shall have a tuberculosis examination consisting of an approved intradermal tuberculin skin test, which if positive, is to be followed by an x-ray of the lungs. Repeat examinations shall be required every four (4) years. In compliance with the Motor Carrier Safety Regulations (Title 49, Sections 391.41 – 391.49 of the Code of Federal Regulations), each driver, whether permanent, temporary, or substitute, prior to driving for the District shall submit to the Contractor a completed Medical Examiner's Certificate. Contractor shall establish and maintain a record keeping system to assure that each driver meets these requirements. This system shall be available for review by the District.

- 6.3 Moral Character-Contractor recognizes that, for the protection of students, drivers and other persons who have contract with the pupils and their families, must be of stable personality and high moral character. Contractor shall assure that all Contractor personnel meet these qualifications. Contractor will not allow any person to drive a school bus whose conduct might in any way expose a child to any impropriety of word or conduct, nor shall Contractor allow any person to drive a school bus who is not, at the time, in a condition of mental and emotional stability. The use of drugs, alcohol and tobacco while driving a school bus is prohibited.
- 6.4 Drug Testing-Contractor shall conduct, or cause to be conducted, tests acceptable to the District which are designed to determine the presence of illegal drugs, controlled substances, and the presence of alcohol. Such tests shall be conducted upon;
- 6.4.1 All permanent, temporary, or substitute employees including management staff, mechanics, and drivers before the employee first begins work under the Agreement.
- 6.4.2 Any trainee who will drive a vehicle assigned to provide transportation service under the Agreement.
- 6.4.3 Any person found to be at fault in a preventable accident (or involved in an accident, but not absolved of fault at the accident scene by a California Highway Patrol or other law enforcement officer,) while driving a vehicle under the Agreement or transporting District students.
- 6.4.4 Any person whom the Contractor, or the District's representative, has reasonable cause to believe has reported to work, or is at work, or is on District property, while under the influence of drugs or alcohol.
- 6.4.5 Uniforms-All drivers shall be well groomed at all times and shall wear a Contractor provided uniform consisting of a shirt and identification badge. Contractor shall require all drivers to have a timepiece with them while on duty so that the driver can maintain established time schedules.
- 6.4.6 Maps-Contractor shall provide a map of the service area on each vehicle assigned to provide service to the area. Contractor shall also assure that each regular and alternate driver can read and comprehend the map provided.
- 6.4.7 Changes in Assignments and Removal from Service- The District reserves the right to request that the Contractor remove a driver from a field trip or athletic trip upon written request to the Contractor.
- 6.4.8 Special Requirements-Drivers who are required to lift pupils in and out of vehicles shall have special training in lifting techniques and treatment of the handicapped children who must be lifted. All such personnel shall be physically capable of performing the required lifting.
- 6.4.9 Background Checks and Pre-Employment Screening-Contractor shall develop and implement background check procedures which includes fingerprinting of all

drivers who will be assigned to provide services hereunder. Fingerprints will be used from criminal background checks and the determination of vehicle code violations which would make a driver, or potential driver, unsuitable for performing services hereunder. Contractor shall immediately discharge a driver if criminal and/or vehicle code violations, or the type which would disqualify the driver from employment hereunder, is reported. Contractor shall develop and implement a pre-employment screening program for all candidates for employment who do not have prior experience driving a school bus and handling handicapped pupils. The screening program shall be designed to assist the Contractor in determining the candidate's suitability for assignment to transportation services to be provided under this Agreement.

6.4.10 Safety and Special Instruction-Contractor shall establish and maintain a safety program for drivers employed by Contractor. The safety program shall consist of at least one (1) session during each month of the school year. Drivers failing to attend at least ten (10) sessions each year shall not be assigned to drive school buses in District service. All school bus drivers transporting deaf and/or hard of hearing pupils shall be capable of communicating basic bus rules, disciplinary actions, and emergency instruction through basic sign language.

6.4.11 Evaluation-Drivers shall be evaluated at least twice each year for the purpose of observing their driving practices with respect to: safety; mechanical operation; conformance with laws, policies and regulation; adherence to established routes and schedules; handling of students; and, other factors inherent in the transportation of District students. Copies of the evaluations shall be maintained by the Contractor during the term of the drivers 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 Agreement shall maintain a minimum evaluation rating of satisfactory in all evaluation categories. In addition, all contract drivers will be subject to at least one yearly check ride evaluation to be conducted by an agent of the District.

9. Subcontracting.

9.1 Contractor may subcontract with other qualified transportation firms to provide a portion of the transportation service required hereunder only with the prior written approval of the District. If a Contractor proposes to subcontract, a current California Highway Patrol rating report and a certificate of insurance evidencing the required liability coverage shall be provided for each subcontractor. The Contractor shall be responsible for all activities related to this Agreement, whether the Contractor or a subcontractor performs the work, including but not limited to, monitoring of adherence to routing and scheduling requirements, safety programs, driver education, reporting requirements, insurance requirements, invoice preparation and payments to subcontractors. The Contractor is expressly responsible for all facets of the operations and performance by any subcontractor hereunder.

10. Administration and Supervise of Transportation Service.

10.1 Contractor shall maintain staff as required for effective management and supervision of the transportation service provided to the District.

11. Accident Reports.

11.1 All accidents which involve equipment and personnel while in operation pursuant to this Agreement shall be reported to the Director of Transportation Services. Accidents involving injuries to pupils or other persons shall be reported to the District immediately after Contractor is notified of same. Accident reports may be delivered verbally; however, a written report which includes all available and pertinent information must be provided by the Contractor as soon as reasonably possible after each occurrence, but in no event later than three (3) working days after the accident. Accidents which occur with district personnel or pupils on board will need to be investigated by a District Transportation official. The Driver shall notify the district immediately or cause to be notified immediately. Company will provide the CHP report to the Director of Transportation Services within five (5) work days of receipt from CHP.

12. Discipline on the School Bus.

12.1 The school bus driver is responsible for rider discipline on the school bus as specified by law. The Contractor shall provide a report to the District of incidents of misconduct on the bus and corrective action taken. No student will be suspended from a school bus without the prior permission of the District.

13. Security and Safety.

13.1 Contractor shall instruct drivers regarding the rules and regulations applicable to safe driving on school grounds and shall ensure that Contractor's drivers exercise extreme caution at times when pupils are present on the school grounds. Teachers and/or aides will supervise pupils on the grounds to ensure safe ingress and egress for school buses.

SAMPLE – DO NOT SIGN – DO NOT RETURN
ONLY THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SIGN

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 20___, in the County of Los Angeles, State of California, by and between ALHAMBRA UNIFIED SCHOOL DISTRICT, 1515 W. MISSION RD., ALHAMBRA, CALIFORNIA 91803, hereinafter called the District, and

hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

Article 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated in the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a proper service manner all of the work required in connection with the following titled project:

RFP # 1217-18/19
BUS TRANSPORTATION SERVICES FOR FIELD AND ATHLETIC TRIPS AS NEEDED

IT IS THE DUTY OF THE Contractor to complete the work covered by this contract in exact accordance with the specifications and other contract documents as specified in Article 6 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission by a District representative unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the district office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the contract documents.

ARTICLE 2 - TIME FOR COMPLETION. The work shall commence on the date stated in the District's notice to proceed, and shall be completed as noted per the bid specifications. The term is estimated to commence August 1, 2019 per Board approval on June 4, 2019 or June 18, 2019, and shall remain in effect through July 31, 2022. Thereafter, the term of the contract and/or contracts may be extended annually for a period of two (2) more additional annual renewals for a total contract not to exceed three (5) years; thus initial contract estimated to be 8/1/19-7/31/22, 1st annual renewal 8/1/22-7/31/23 and 2nd annual renewal 8/1/23-7/31/24. In

consideration the Board of Education awards this contract to commence August 1, 2019, it will replace the awarded Bid 1176 contract(s) which was due to expire June 30, 2019.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of

Dollars (\$ _____), said sum being the total amount of the following amounts stipulated in the proposal:

ARTICLE 4 - HOLD HARMLESS AGREEMENT. The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, including attorney fees and costs, which may be incurred by reason of:

- (a) Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the District, its 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 any 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 work covered by this agreement, whether said injury of damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.
- (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officer, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the district, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 5 - 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 6 - 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 Inviting Bids
 - Bid Signature Page
 - Project Schedule
 - Information for Bidders
 - Special Conditions
 - Specifications for Providing Bus Transportation Services
 - Sample Contract Agreement Form
 - Non-Collusion Form
 - Workers' Compensation Certificate Form
 - Bid Form and Addenda, if any
 - W-9 Form
 - Student Calendar

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.

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

CONTRACTOR:

DISTRICT:
ALHAMBRA UNIFIED
SCHOOL DISTRICT

By _____

By _____
President

By _____

By _____
Asst. Secretary

Dated _____

Dated _____

Federal Tax ID# _____

Required Bid Documents

ENCLOSE WITH BID

**ALHAMBRA UNIFIED SCHOOL DISTRICT
1515 West Mission Road
Alhambra, California 91803
(626) 943-6570**

**RFP # 1217-18/19 BUS TRANSPORTATION SERVICES FIELD AND
ATHLETIC TRIPS AS NEEDED**

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

(Public Contract Code Section 7106)

_____, under penalty of perjury, state that
(Name of person signing bid)

he or she is _____, of _____,
(Title of Signer) (Name of 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.

Signature of Affiant

ENCLOSE WITH BID
CONTACTOR'S CERTIFICATE OF WORKERS' COMPENSATION
If you have no workers submit & clearly write across "NO WORKERS"

I, _____, the _____ of
(Individual Name) (Title)
_____ declare, state and certify:
(Contractor Name)

1. I am aware that California Labor Code #3700 (a) and (b) 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 either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

2. I am aware that the provisions of California Labor Code #3700 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 Contract. (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.)

(Contractor Name)

(Typed or Printed Name)

By: _____
(Authorized Signature)

BID FORM
RFP#1217-18/19
RETURN IN SEALED ENVELOPE
Pricing

Award of bid is per each line item.

Addenda # _____ Dated _____	Vendors name: _____
Addenda # _____ Dated _____	Address: _____
Addenda # _____ Dated _____	City/State/Zip: _____
	Phone/Fax: _____
	Federal Tax ID: _____

SCHEDULE A: Other Transportation Using Buses Not Assigned to Regular Home to School Transportation

Capacity of Bus	Base Daily Rate (4 hours) Portal to Portal	Rate per Excess Hour
16-20	\$	\$
21-48	\$	\$
49-66	\$	\$
67-84	\$	\$
1-5 W.C.#	\$	\$
6-10 W.C.#	\$	\$
11-19 W.C.#	\$	\$

#Classification of vehicle-wheelchair station capacity.

RETURN IN SEALED ENVELOPE

Pricing

Award of bid is per each line item.

SCHEDULE B: Coach Buses

Capacity of Bus	Base Daily Rate (4 hours) Portal to Portal	Rate per Excess Hour
16-20	\$	\$
21-48	\$	\$
49-66	\$	\$
67-84	\$	\$

SCHEDULE C: Grad Night Once A Year

Describe Grad Night Bus Size _____

Check if Grad Night Bus is charged by _____ Flat Fee or _____ Hourly Rate

If hourly rate is charged, fill in extra charge after _____ hours at \$_____ per hr.

Advise if there is a trip cancellation charge? Yes___ \$_____ or No ___

Comments, if any, regarding cancellation charge:

If you have a minimum number of hours for service or hourly rate, indicate your min. hours and rate per hour exceeding min. hour:

Minimum hours _____ Rate/Hr \$_____

BID FORM
RFP#1217-18/19
RETURN IN SEALED ENVELOPE
Response Form

TO THE CONTRACTOR:

This Response Form is a part of this Notice Inviting Bids. The information provided will be used for evaluating the qualifications of the Contractor to perform the work to be done. Answer each question completely in the order presented.

1. Description of Contractor's Organization

Firm Name _____

Type of Organization

Corporation Yes _____ No _____

If corporation, list officers and positions and in which state incorporated.

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____

State in which incorporated _____

If corporation is a subsidiary, give name and address of parent corporation.

Name _____

Address _____

Partnership Yes _____ No _____

List partners' names

General Partners _____

Limited Partners _____

BID FORM
RFP #1217-18/19-Continued
RETURN IN SEALED ENVELOPE
Response Form

Individual Proprietorship Yes_____ No_____

Note the name that checks are to be made payable to:

2. Nature of Operations

Is your firm currently engaged in providing special education transportation services under a contract with a school district, nonpublic school or county superintendent of schools? Yes_____ No_____

If yes, state the number of years you have been providing these services.
Number of years _____

If yes, indicate the agency for which service is provided, the number of buses, and the dates of service below:

Company Name	Number of Buses	Approximate Dates of Service
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

On a separate sheet of paper, provide a complete listing of all vehicles, including spares, owned and/or leased by your firm which will be assigned to the contract with the District. Indicate the make, model, capacity and year manufactured for all buses, including wheelchair and other special purpose equipment.

BID FORM
RFP #1217-18/19-Continued
RETURN IN SEALED ENVELOPE
Response Form

Do all vehicles have working two-way radio communication?

Yes _____ No _____

3. Management and Advisory Personnel

Indicate the names, titles, and percentage of assignment for the persons who will be responsible for the management, dispatch, and mechanical maintenance of the equipment and transportation services to be provided under the contract with the District. Attach a brief resume of their experience.

Name	Title	Percent
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Driver Personnel

Indicate the number of drivers now employed by your firm.

School Bus _____

Other Bus _____

5. On another sheet of paper outline the procedures used by your firm to interview, test, conduct reference checks, and employ drivers.

BID FORM
RFP #1217-18/19-Continued
RETURN IN SEALED ENVELOPE
Response Form

6. Indicate the names, titles, and experience of persons responsible for your driver training program.

Name	Title	Experience
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Does your firm require drug testing for all drivers? If yes, describe the testing procedure and indicate who must be tested.

Describe the safety and special training programs conducted by your firm.

7. Facilities and Maintenance.
Describe your firm's facilities, including administrative facilities, bus yards, and maintenance facilities. Discuss any special attributes of each facility. List current California Highway Patrol inspection rating for each vehicle maintenance facility.
Provide a complete description of your firm's preventative maintenance and mechanical repair procedures.

8. Subcontracting
Does your firm intend to subcontract a portion of the work under the contract with the District? If yes, discuss the reasons for subcontracting, and provide the name of the company and/or companies which will be your subcontractors.

BID FORM
RFP #1217-18/19 - CONTINUED
RETURN IN SEALED ENVELOPE
Response Form

9. Exceptions and Other Information

OTHER COST CONSIDERATIONS:

A. Cash discounts for timely payment of invoices.

Describe:

B. Other discounts.

Describe:

Indicate any exceptions to the requirements of this Notice Inviting Bids and the rationale for such exceptions. Provide any alternatives to be considered by the District.

10. Submit in the sealed bid a copy of your company's most recent terminal inspection.

11. Are the vehicles you will provide equipped with GPS Monitoring Systems?

Yes ___ No ___

If yes, can the District have access to that GPS monitoring? Yes ___ No ___

Provide any additional information pertinent to consideration of your firm for award of a contract.

Attachments

Student Calendar 2019-2020



ALHAMBRA
UNIFIED SCHOOL DISTRICT

1515 W. Mission Road
Alhambra, CA 91803

August	9, 2019	Friday	SCHOOLS OPEN
September	2	Monday	Labor Day – Holiday
October	8	Tuesday	End of 1st Quarter Grading Period (Secondary School)
October	14	Monday	Pupil Free Day
October	30	Wednesday	End of 1 st Trimester (Elementary School)
October	31	Thursday	Elementary Pupil Free Day (TK-8 th)
November	1	Friday	Pupil Free Day
November	11	Monday	Veterans Day – Holiday
November	25-29	Monday-Friday	THANKSGIVING BREAK
December	2	Monday	Pupil Free Day
December	20	Friday	Secondary School Pupil Free Day (9 th -12 th & Lift)
December 23, 2019 – January 3, 2020			End of 1st Semester (Secondary School) WINTER BREAK
January	6, 2020	Monday	SCHOOL REOPENS
January	20	Monday	Martin Luther King Day – Holiday
February	10	Monday	Lincoln’s Birthday – Holiday
February	17	Monday	President’s Day – Holiday
February	21	Friday	End of 2 nd Trimester (Elementary School)
March	13	Friday	End of 3 rd Quarter Grading Period (Secondary School)
March 30, 2020 – April 3, 2020			SPRING BREAK
April	6	Monday	Pupil Free Day
May	25	Monday	Memorial Day – Holiday
May	29	Friday	LAST DAY OF SCHOOL End of 3 rd Trimester (Elementary School) End of 2 nd Semester (Secondary School)

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

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

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.