

**OXNARD SCHOOL DISTRICT
REQUEST FOR BID PROPOSALS #24-01
PUPIL TRANSPORTATION SERVICES**



BID OPENING:

**PROPOSALS DUE: FEBRUARY 24, 2025 AT 11:00 AM
AT THE OXNARD SCHOOL DISTRICT**

Activity	Date (and time, if applicable)
Bid Advertising Dates	1/29/2025 and 2/5/2025
Deadline for Bidder Questions or RFIs	2/11/2025 by 4:00 p.m.
Bid Proposal Deadline/ Bid Opening (soon after deadline)	2/24/2025 by 11:00 a.m.
Anticipated Notice of Intent to Award	2/27/2025
Protest Deadline	2/28/2025
Anticipated Contract Award- Board Meeting	3/19/2025
Anticipated Start of Contract	7/01/2025

**Oxnard School District
Purchasing Department
1051 S. A Street, Oxnard, California 93030
Attn.: Melissa Reyes, Director of Purchasing**

OXNARD SCHOOL DISTRICT
RFP #24-01 - PUPIL TRANSPORTATION SERVICES

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**OXNARD SCHOOL DISTRICT
INVITATION TO SUBMIT BID PROPOSALS**

NOTICE IS HEREBY GIVEN that the Governing Board of the Oxnard School District (“District”), City of Oxnard, County of Ventura, California, is inviting qualified and experienced pupil transportation providers to submit bids for home-to-school transportation services to augment the transportation services provided by District with its own forces, as further contemplated in the following (“RFP”):

RFP #24-01 - Pupil Transportation Services

Prospective Bidders may download the RFP for free from the District’s website at www.oxnardsd.org/departments/purchasing/bids-and-rfps (click the link for **RFP #24-01 - Pupil Transportation Services**). Prospective Bidders who are unable to download the RFP from the website, may contact Melissa Reyes, Director of Purchasing of the Oxnard School District via email at mvreyes@oxnardsd.org or by phone at (805)385-1501 ext. 2414 to request a copy.

Bid proposals must be submitted on the forms provided in the RFP for this purpose in a sealed envelope addressed to Melissa Reyes, Director of Purchasing delivered to District Offices at 1051 S. A Street, Oxnard, California 93030. Bid Packets shall be clearly labeled as **Bid Proposal in Response to RFP #24-01 - Pupil Transportation Services**. Bids must conform and be responsive to all specifications in the Contract Documents.

Bids will be received by District until 11:00 a.m. on February 24, 2025 (the “Bid Proposal Deadline”), at or after which time District will publicly open and read all bids. Any bid that is submitted after this time shall be deemed nonresponsive. District may leave unopened any Bid received late, and any such unopened Bid may be returned to the Bidder. It is the Bidder’s sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated. No oral or telephonic bids will be considered.

A bid bond, in the amount of ten percent (10%) of the total bid price, must accompany the sealed bid to ensure that the successful Bidder enters into the Contract with the District for the performance of the services stipulated in the bid. If the District awards the Contract, the security of unsuccessful bidders will be returned within ninety (90) days from the date the award is made.

No Bidder may withdraw its bid for ninety (90) days after the date of the bids are opened unless otherwise required by law.

The District has no obligation to accept the bid with the lowest cost. Instead, the District’s Board of Trustees may select the bid in the best interest of the District, in accordance with applicable law. The District shall be the sole judge of the merits and qualifications of all bids. The Board reserves the right to accept or reject any or all bids, or any parts thereof, and to waive any informalities or irregularities in any bid and/or the bidding process.

Publication: Ventura County Star

Dates: January 29, 2025; February 5, 2025

INSTRUCTIONS TO BIDDERS

1. GENERAL

1.1. Invitation to Bid. The Oxnard School District (“District” or “OSD”) is requesting proposals for safe, reliable, efficient and cost-effective school transportation services to supplement the transportation services provided by District to its students. Responsible Contractors who satisfy the District’s criteria, as described in this **RFP #24-01 - Pupil Transportation Services** (“RFP”), are invited and requested to submit a sealed Proposal for this work.

1.2. Conflicts of Interest. Contractor shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting Contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

1.3. Terms of the Offer. The District’s acceptance of Contractor’s offer shall be limited to the terms of this RFP unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

2. EXAMINATION OF CONTRACT DOCUMENTS; CORRECTIONS; INTERPRETATIONS

Bidders are solely responsible for understanding, examining and evaluating the scope of the services required, the Contract Documents, including any Addenda issued, routes, applicable laws and permit requirements, licensing requirements, availability of required insurance, and all other factors that could affect the Services. Failure of Bidder to examine and understand and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

2.1. Inquiries, Requests for Clarification or Additional Information. Questions, requests for information, requests for clarification, errors or omission on the RFP or any Contract Document and any other communication concerning any Contract Documents must be submitted to the District’s Director of Purchasing, Melissa Reyes, via email at mvreyes@oxnardsd.org on or prior to 4:00 p.m. on February 11, 2025.

2.1.1. Questions and answers will be posted on District’s website at www.oxnardsd.org/departments/purchasing/bids-and-rfps by February 20, 2024. However, failure of District to email the questions and/or answers shall have any impact on the Bidder’s obligation to review and understand all available information concerning the Services.

2.1.2. Bidders are responsible for reading the questions and answers. District is not obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed.

2.1.3. The Terms and Conditions outlined on the District’s Transportation Agreement are non-negotiable.

2.2. Addenda. Any interpretation, correction, change or supplement to the Contract Documents will be made by written addenda duly issued by District via e-mail and/or posted on the District’s webpage: www.oxnardsd.org/departments/purchasing/bids-and-rfps. The District will not be responsible for any explanations or interpretations provided in any other manner.

Pursuant to Public Contract Code Section 4104.5, if the District issues an Addendum that includes material changes to the work subject to the Bid less than 72 hours prior to the deadline for submission of

bids, the District will extend the deadline for submission of bids. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date.

3. DEFINITIONS

Capitalized terms used in this RFP and not defined shall have the meaning given in the Transportation Agreement (defined below):

“Addenda” means the written or graphic instruments issued by the District prior to the execution of the Contract which modify or interpret the Contract Documents by addition, deletions, clarifications or corrections.

“Bid,” “Bid Proposal,” “Offer” or “Proposal” means the bid proposal documents, which must be in strict compliance with the requirements specified in this RFP, and prepared or completed and submitted by a Bidder in response to this solicitation.

“Bus” or “buses” means the pupil transportation buses and any alternative vehicles (e.g., white vans) used by Contractor to provide the Services to District.

“Student Data” means any information that is descriptive of a student including, but not limited to, information in a student’s educational record, first and last name, birthdate, home or other physical address, telephone number, email address or other information allowing physical or online contact, special education information or data, any personally identifiable information or other student data, each as defined under FERPA (defined under Student Privacy Laws), in any form obtained by or provided to Contractor in performance of the Services. The use, distribution, management, handling, disposition and protection of Student Data is subject to the Student Privacy Laws.

“Contract” or “Agreement” means all the documents that establish the entire understanding and agreement between District and Contractor, regardless of when prepared or entered into, including, but not limited to, the Contract Documents. The Contract represents the entire and integrated agreement between District and Contractor and supersedes any and all prior negotiations, representations, or agreements, whether written or oral. The Contract may be amended only in writing authorized by District or as otherwise provided in the Contract Documents. The Contract shall not be deemed or construed to create a contractual relationship with or between any parties other than District and Contractor.

“Contract Documents” means the Invitation to Submit Bid Proposals, Instructions to Bidders, Term and Conditions/District Requirements, Bid Forms, Notice of Award, Transportation Agreement any other documents, agreements, terms and certificates governing the transportation services for District, and all attachments and amendments to said documents.

“Contractor,” “Provider,” “Vendor” or “Company” means and refers the successful bidder who submitted a Bid Proposal in response to this RFP, is awarded the Contract, and enters into the Contract to provide the Services to District.

“District,” “OSD,” “Board” or “Board of Trustees” means the Oxnard School District, 1051 South A Street, Oxnard, California 93030.

“Field Trip” means any school outing, excursion, expedition or other school-sponsored activity, or any other activity, for which District requires transportation services for students and/or others.

“Satisfactory” shall be understood to be followed by the words “and acceptable to the District’s Superintendent.”

“Services,” “Transportation Services” or “Transportation” means the provision by the successful bidder of safe, reliable, efficient and cost-effective transportation of each and every student designated by District to be transported by Contractor under this Contract, whether home-to-school, on a field trip or to any other point established under this Contract or identified on a route.

“Student Privacy Laws” means the laws protecting Student Data privacy and governing the use, disclosure, management, storage, handling and disposal of said data including, but not limited to, the Family Educational Rights and Privacy Act of 1974 (20 USC § 1232g and 34 CFR Part 99) (“**FERPA**”); the Protection of Pupil Rights Amendment (20 USC § 1232h) (“**PPRA**”); the Children’s Online Privacy Protection Act of 1998 (15 USC §§ 6501, *et seq.*) (“**COPPA**”); California Education Code Section 49073-49079.7; the Student Online Personal Information Privacy Act (Cal. Business and Prof. Code §§ 22584, *et seq.*) (“**SOPIPA**”); the Early Learning Personal Information Protection Act (Cal. Business and Prof. Code §§ 22586, *et seq.*) (“**ELPIPA**”) and any other applicable laws protecting the confidentiality and privacy of any Student Data.

“Superintendent” means the Superintendent of the Oxnard School District, or the Superintendent’s designee, if any.

“Transportation Agreement” means the Pupil Transportation Services Agreement that must be executed and delivered by the successful bidder following the award of the Contract. The Transportation Agreement is nonnegotiable.

4. BID PROPOSALS COMPLETION AND SUBMISSION

4.1. Completion of Bid Forms. Bids shall be prepared using the Bid Forms included in this RFP. Bidder may include additional pages as deemed necessary by Bidder, provided that such additional pages are properly labeled and formatted such that the information therein contained is readily identified as responsive to a particular request or question in this RFP. Bidders shall fill in all blank spaces (including inserting “N/A” where applicable). Interlineations, deviations, alterations, or erasures to the Bid Forms may result in the rejection of the Bid Proposal as non-responsive.

4.1.1. Certifications to be Included With Bid Proposal. Bidders shall review, complete and sign copies of the Non-Collusion Affidavit and Certification Regarding Iran Contracting Act to be included with their Bid Proposal.

4.1.2. Signing Proposals. The Proposal shall include the legal name of the Contractor and a statement whether the Contractor is a sole proprietor, a partnership, a corporation or other legal entity, and each copy of the Proposal shall be signed by the person or persons legally authorized to bind the Proposer to a contract.

4.1.3. Pricing/ Schedule of Fees. Bidder shall submit the Pricing/ Schedule of Fees for the transportation services, including detailed supporting information and calculations, with its Proposal. The price shall be specified for the Daily Minimum Requirement (5.75HR/ 75 Mile Rate), the Rate Per Over Hour, the Rate Per Over Mile and a Rate Per Hour for Field Trips. Such rates must reflect all labor, materials, equipment, buses, supplies, fuel, maintenance, overhead and profit, and all other costs related to the Transportation Services. The District reserves the right to request additional information and documentation prior to completing its evaluation of the quoted pricing, provided that District assumes no responsibility for any errors in pricing and, if a contract is awarded on the basis submitted pricing, Contractor shall perform the contract under such terms.

4.1.4. No Reimbursement for Costs. District shall not reimburse Bidders or bear responsibility for any expenses incurred by bidders in preparing their Proposals, securing subcontractors or any other similar expense. Bidders submit Proposals at their sole risk and expense.

4.2. Submission of Sealed Bids. Bidders shall use standard 8½-inch by 11-inch paper. One complete and signed original of the Bid Proposals, the Bid Bond and other required documents, certifications and information, as well as an electronic copy of all documents (.pdf on a thumb drive), shall be placed in an envelope, sealed, addressed, and delivered or mailed, postage prepaid, to the District at the place and to the attention of the person indicated on the Invitation to Submit Bid Proposals. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid Proposal in Response to RFP #24-01 - Pupil Transportation Services

Bidder's may identify their company by name on the envelope; provided that the information above is clearly shown and not overwritten. District may reject any Bid Proposal not strictly complying with District's designated methods for delivery.

4.3. Bid Bond. Bidders shall submit with their respective Bid Proposal a bid bond in a sum equal to ten percent (10%) of the bidder's total proposal amount, made payable to the Oxnard School District. The bid bond shall not be accepted nor approved by District unless the bond is underwritten by an admitted surety and the requirements of California Code of Civil Procedure Sections 995.630. Failure to provide the bid bond, or failure to provide a bond in compliance with these requirements, may result in the rejection of the Bid Proposal. Bid bonds will be returned to the Bidder within ninety (90) days from the date of award of the Contract, or upon rejection of all bids.

4.4. Delivery and Opening of Bid Proposals: Proposals will be received by the District at the address shown in the Invitation to Submit Bid Proposals up to the date and time shown therein. The District may leave unopened any Bid Proposal received after the specified date and time, and any such unopened Bid Proposal may be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid Proposal is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated. No oral or telephonic bids will be considered. No forms transmitted via the Internet, facsimile, or any other means will be considered.

Bids will be opened at the date and time stated in the Notice to Bidders, and the amount of each Bid Proposal may be read aloud and recorded. The District may, at its sole discretion, elect to postpone the opening of the submitted Proposals. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid Proposal. In the event of a discrepancy between a written amount of the Schedule of Fees and the numerical amount, the written amount shall govern.

5. BASIS OF AWARD; BEST VALUE

This solicitation shall not be construed in any manner as an obligation by the District to enter into an agreement with any Vendor. The District reserves the right to cancel or revise this RFP in part or in its entirety. If the District cancels or revises this RFP, all vendors that have responded will be notified via an addenda posted on the District's website. The District, at its sole discretion, may elect to award all or part of the Contract and may choose to adjust or modify all or part of the Contract.

If a Contract is awarded, the award will be made on the underlying principle of best value to the Bidder who, in the District's determination, is best qualified to provide the required services. It is possible that the lowest cost Bid Proposal will not, in the District's judgment, best satisfy the District's transportation needs or offer the best value.

5.1. Best Value. Best value is determined through a process that evaluates strengths, weaknesses, risk, and exemplary customer service. Therefore, the District will evaluate and scrutinize each Bid Proposal, all back-up information submitted (or failure to submit adequate back-up information), all certificates and other required documents and information and will consider pricing, responses to questions in the Proposal Questionnaire, experience, overall quality of the Proposal, experience and availability of the drivers and staff identified by the bidder as potential personnel for the Services, quality and condition of the buses proposed to be used in fulfilling the Contract and other factors.

5.2. Proposal Questionnaire; Ability to Satisfactorily Provide the Services. The District will evaluate and scrutinize the Bidder’s overall experience, qualifications, quality, equipment, safety and other traits based on the entire Proposal and the answers provided to the Proposal Questionnaire included with this RFP, which the District considers relevant to the provision of the Transportation Services. The answers to the Proposal Questionnaire will be an important part of the District’s determination of which Bidder’s Proposal offers the best value proposition.

Bidders must fully and accurately complete the Questionnaire. Proposals submitted without a completed Proposal Questionnaire shall be rejected as non-responsive. Do not leave any questions blank. If the item is not applicable, insert “n/a.” Attach additional information and documentation as instructed on the form. Any errors, omissions, or fraudulent information may result in the rejection of the Proposal and may be grounds for the cancellation of any Contract awarded.

The completed Questionnaire must be included with the Bid Proposal in its entirety; provided that Bidder may submit any confidential financial or technical information it includes as backup in a separate sealed envelope included in the Proposal Envelope and marked “Confidential [Financial][Technical] Information of [Bidder’s Name].” Notwithstanding any such classification, District reserves the right to disclose, pursuant to and as required by the Public Records Act, any information or documentation that, in the District’s opinion is subject to disclosure thereunder. **The District shall have no liability to Contractor in connection with any such determination and disclosure and shall have no obligation to provide notice to Contractor prior to making such disclosure(s) in response to a PRA request.**

NOTE: Carefully review and answer all questions in the Proposal Questionnaire. Some answers in the Proposal Questionnaire may automatically disqualify a bidder.

6. WITHDRAWAL OF BID

Prior to bid opening, a Bid Proposal may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative. No Bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of the bids.

7. BID MODIFICATION

A Bidder may modify or supersede a submitted Bid Proposal only if the Bidder (a) submits the modified, complete Bid Proposal to District before the Bid Proposal Deadline, and (b) simultaneously provides District with written notice that the modified bid supersedes and replaces the prior bid. Any modified bid must be a complete Bid Proposal that fully complies with this RFP. District will reject any modified Bid Proposal that is incomplete, not timely received, or otherwise does not comply with this RFP. In such case, District will consider only the merits of the prior submitted Proposal and if awarded the Contract, the Bidder must proceed on the basis of its original Proposal. If a bidder properly modifies its Bid, then the District will destroy or return the original Proposal, and consideration will be given to the modified Proposal only.

8. DISQUALIFICATION OF BIDDERS: INTEREST IN MORE THAN ONE BID

If District determines that information in the Proposal is false, inaccurate or misleading, then the District shall have the right to take whatever steps are necessary to rectify the situation, including, but not limited to, terminating any awarded agreement with the Bidder for cause, and recovering any losses incurred by District due to the false, inaccurate or misleading information.

Where two (2) or more bidders desire to submit a single Bid Proposal in response to this RFP, they should do so on a prime-subcarrier basis rather than as a joint venture or informal team. No bidder shall be allowed to make, submit, or be interested in more than one Proposal. District may reject any proposals submitted as a joint venture or team. District may also reject any Bid Proposal submitted by an entity or person who has also submitted a subproposal to another Bidder.

9. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Pursuant to Section 7028.5 of the Business and Professions Code, the District will reject any Proposal submitted by a contractor not currently licensed in accordance with state law as nonresponsive. Prior to awarding the Contract, and at any time during the Term, the District may request, and within three (3) calendar days of any such request Bidders shall provide, evidence satisfactory to the District of valid license(s) currently held.

10. INSURANCE REQUIREMENTS

The successful bidder shall procure and submit evidence of liability insurance in the form and in the amounts specified in the Transportation Agreement. The policies and coverages shall remain in place at all times during the term of the Contract.

11. BID PROTESTS

Bidders may file a "Protest" of a Bid Proposal with the District's Director of Purchasing. For a Bidder's Protest to be considered, the Protest must:

- Be filed in writing (signed by an authorized representative of bidder) and received by the District by the end of business on the calendar day after the date the District issues its Notice of Intent to Award. Failure to file a Protest in a timely manner shall constitute a Bidder's waiver of its right to protest the award of the Contract.
- Be delivered to District via email to mvreyes@oxnardsd.org or via personal delivery, courier service or US mail at 1051 A. Street, Oxnard, California 93030. The protesting bidder shall concurrently (or no later than noon on the following business day) provide a written copy of the Protest to the bidder subject to the Protest. Failure to serve the Protest upon the bidder subject to the Protest may be grounds for District to deny the Protest even if District has forwarded the Protest to the subject Bidder.
- Not be submitted by any bidder that withdrew its Bid Proposal or failed to timely submit a bid.
- Clearly identify the specific irregularity(ies) or basis for the Protest and the District's staff determination being protested against.
- Specify in detail all facts supporting the Protest and include all relevant back-up documentation. No additional documents, information, claims or arguments will be accepted or considered after the initial Protest, if any, is filed.

A bidder whose Proposal has been protested by another bidder may submit to District a written response to the Protest (each a “Protest Reply”), to the address above, no later than two (2) business days after receipt of the copy of the Protest.

A Protest that does not comply with each of the above requirements will be rejected. If a Protest is properly filed, the District’s Superintendent of Business Services, or a designee, will review it and will provide a written decision to the Protestor (and the bidder subject to the Protest) prior to the Board Meeting at which the Board will consider the Award of the Contract.

The protestor(s) may appeal the decision of the Superintendent or his/her designee directly to the Board, which shall be the sole remedy for the protestor(s). The Board may decline to award the Contract, may award the Contract to a bidder other than as previously intended, or may award the Contract to a bidder as previously intended despite the Protest. If required by applicable law, the Board will hold a hearing with respect to a Protest. The Board’s decision with respect to any Protest shall be final with no further review by or appeal to District.

The Protest procedures set forth herein are a mandatory administrative remedy, and a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested. Each bidder that desires to protest shall file its own Protest and may not in any manner whatsoever rely upon the Protest of another bidder. Failure to comply with these procedures shall be deemed and construed as a waiver of any and all rights the bidder may have to pursue a claim, demand or action arising from or related to the bids, including, but not limited to, the award of the Contract.

Notwithstanding the generality of the foregoing procedures, in the event that this RFP will be funded in whole or in part by any State or federal funds that require a protest procedure different than the procedures set forth herein, then that different protest procedure shall control.

12. CERTAIN OBLIGATIONS OF BIDDERS

Each bidder shall satisfy the following obligations:

12.1. Ongoing Duty to Provide Accurate, Complete Information. If Bidder discovers that any information provided is inaccurate, false, or misleading, they must immediately notify District, in writing, and must promptly provide accurate information. In its sole discretion, District reserves the right to terminate an existing contract with a successful Bidder who provided District with inaccurate, false, or misleading information. In no event shall District be liable for any costs, damages, penalties, or losses incurred by a Bidder or Contractor in connection with any such termination.

12.2. No Improper Influence. Bidders shall not influence, or attempt to improperly influence, in any manner, any member of the Board or any District administrator, employee, or agent with respect to this RFP, the Contract award or performance or any other matter. Moreover, Bidders shall not improperly influence other bidders, nor any of their own references or the references of any other bidder. District may, in its sole discretion, reject the Bid Proposal of any party that violates this provision or appears to violate this provision and, at any time, seek any other remedy available at law or in equity for violation of this provision.

12.3. No Confidentiality of Proposals or Contracts. Proposals, documents and information submitted in response to this RFP, as well as any Contract arising from or relating to this RFP, are ‘public records’ as defined by and subject to disclosure under the California Public Records Act, commencing with Government Code Section 6252 (the “CPRA”). By submitting a Bid, bidders waive

any claim that any documents or information included therein, is protected from disclosure. Bidders submission constitutes a complete waiver of any claim against District, its governing board, officers, agents and employees that disclosure of any Bidder document or information in response to a CPRA violates any Bidder's or Contractor's right to privacy or constitutes the disclosure of trade secrets or led to any damage or loss for which District should be held responsible. Specifically, by submitting a Bid, each Bidder is deemed to have (i) consented to the disclosure of such materials by District, without notice to Bidder, upon receipt of a CPRA request, and (ii) agreed to indemnify and hold harmless District from and against any liability to Bidder or any third-party arising from such disclosure.

13. CONTRACT EXECUTION AND DELIVERY

If the Board awards the Contract, the Bidder to whom the award is made shall, within ten (10) calendar days of being awarded the Contract, execute the Transportation Agreement, in the form included in this RFP, and shall deliver it to the District together with the Certificates of Insurance required in the Transportation Agreement, the Performance Bond, Workers' Compensation Certificate, Criminal Background Check / Fingerprinting Certificate and other required certificates and information. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

If a bidder awarded the Contract fails to provide a signed Transportation Agreement and the other required documents within ten (10) calendar days of the date of award, District may declare that bidder's Bid Bond to be forfeited to District and may pursue all other remedies available at law or equity. District may also, at its discretion, award to another bidder or may call for new proposals.

14. POST AWARD CONFERENCE

Following the Notice of Award and prior to services commencing, Contractor shall be required to attend a planning meeting with District, at no additional cost to District. The meeting shall be held at District's offices. Contractor's failure to promptly coordinate with District to schedule and attend the required planning meeting shall be grounds for District to terminate the Contract and seek any applicable remedies available at law or in equity. In addition to the successful bidder shall be required to participate in a post-award conference with District, submit additional paperwork, provide a performance bond, and satisfy other obligations set forth elsewhere in this RFP.

15. PERFORMANCE BONDS, PAYMENT BONDS

Following receipt of the Notice of Award, the successful Bidder shall deliver to District, subject to approval of District, a renewable annual bond in the amount of One Million Dollars (\$1,000,000) to secure its performance under the Contract. The Contractor and a surety company licensed to do business in the State shall execute said bond, which shall be kept in full force and effect during the Term of the Contract. If Contractor fails to fully and faithfully perform all conditions and covenants of the Contract, the face amount of such bond shall be forfeited to the District; provided, however, that the bond must thereafter be renewed and remain in full force and effect from and after the date the District makes any demands for payments until the District releases such claims. Provision of such bond, in a form acceptable to and approved by the District, is a material covenant of the Contract and a condition precedent for the payment of any amounts agreed to be paid by District hereunder.

END OF INSTRUCTIONS

TERMS AND CONDITIONS/ DISTRICT REQUIREMENTS

These Terms and Conditions/ District Requirements (sometime referred to herein as “Terms and Conditions”) are an integral part of the Contract. Bidders should read these Terms and Conditions and the Transportation Agreement carefully prior to submitting a Proposal to ensure that they are able to provide the requested services in accordance with their Schedule of Fees and in compliance with the minimum specifications set forth herein. District will reject bids that do not comply with the Terms and Conditions and the Instructions to the Bidders.

1. Transportation Services. The transportation services to be provided by Contractor consist of supplying buses, drivers, equipment, materials, support staff, and school bus assistants, as necessary, (a) to perform approximately 50 to 55 daily routes transporting students to and from District sites and school bus stops designated by the District, including daily general education and special education route(s), on all days school is in session, and (b) for field trips, extra-curricular activity trips, and athletic trips at a fixed hourly rate. Barring unanticipated delays, each route is estimated to be completed within the minimum 5 hours and 45 minutes (5.75 HR) rate and will be paid in accordance with the rate specified on the Schedule of Fees for the Contract. District reserves the right to increase or decrease the number of routes over the life of the Contract. Any additional cost of any added routes will be at the cost approved in the Contract.

a. Initial Term. The Initial Term of the Contract shall be for a period of two (2) years from July 1, 2025 to June 30, 2027.

b. Current and Projected Needs during the Initial Term.

Current Estimated Needs (2025-2026 School Year)	
Bus Type	# of Buses Home to School
Type A or B (18-20 ambulatory passengers)	25
Type C (30-46 passengers w/2 wheelchair seats)	11
Type D (78-84 Ambulatory w/undercarriage storage)	19

Anticipated Needs (2026-2027 School Year)	
Bus Type	# of Buses Home to School
Type A or B (18-20 ambulatory passengers)	25
Type C (30-46 passengers w/2 wheelchair seats)	11
Type D (78-84 Ambulatory w/undercarriage storage)	19

NOTE: Buses will be required for Field Trips from time to time. Any type and size of vehicle may be required for Field Trips. The Schedule of Fees must reflect the applicable per hour rate for each type of bus for Field Trips.

The estimates above are not a guarantee and may be increased or decreased. District reserves the right to change bus assignments at any time when in District’s opinion, it would be beneficial to the welfare of the students.

c. Bid Rates: The District will not accept any rate increases during the Initial Term. Agreed-upon rates, as specified on the Schedule of Fees must remain in effect each applicable year of the Initial Term and, if adjusted in connection with an extension, throughout the extension period. Rate adjustments shall be negotiated in good faith and in accordance with the provisions of the Transportation Agreement.

d. Contract Extensions. The Contract may be extended as provided in the Transportation Agreement. District will consider an extension if Contractor satisfies the following: (i) at least 98% on time pick-up and delivery of student(s) to and from all school sites/events; (ii) no more than three complaints judged to be minor by District have been filed against Contractor; and (iii) District determines that the Contractor has provided satisfactory or better performance in terms of on-time service, effective pupil discipline, limited or no accidents and few or no complaints from parents, drivers or staff.

e. Field Trips. Contractor shall provide transportation services, equipment and personnel as needed for Field Trips and other school sponsored activities.

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

f. Cancellation of Scheduled Field Trips. District shall have the option to cancel any scheduled field trip, at no charge, upon District's notification to Contractor at least two (2) hours prior to the time of the first scheduled pupil pickup. If canceled at the pickup point, District will pay Contractor for the driver's time and mileage to and from Contractor's facility, but not to exceed the original cost estimate for the trip based on the contracted hourly rate, type of bus and estimated length of time.

g. Other Cancellations. If District cancels a route on the day its scheduled before the driver has reported to work, District will pay Contractor two hundred and fifty dollars (\$250). If the Driver has reported to work, is on the road or at the school site, the flat daily rate will apply.

2. Equipment Requirements. Contractor shall provide buses in sufficient number to efficiently transport all students for whom the District orders services, including an adequate number of spare buses to ensure continuous service without interruption. All school buses and other student transportation vehicles supplied shall be approved school buses or approved pupil activity transportation buses as defined by applicable statutory or administrative codes. In addition, buses must be satisfactory to the District.

All buses shall meet or exceed the standards established by Federal and State laws, regulations, rules, and orders applicable to student transportation including but not limited to the Federal Motor Safety Standards, the California Highway Patrol, California Government Administrative Code, the California Education Code, and the California Vehicle Code, and the California Code of Regulations that are effective as of the date of bid submittal and as modified by new laws and/or regulations during the term of the Contract. Contractor shall maintain the school buses used to provide transportation services under the Contract in accordance with such laws, regulations, rules, and orders, and accepted industry maintenance standards. Contractor shall furnish to the District proof that all vehicles utilized for the contract are certified by the California Highway Patrol. This proof shall be furnished prior to beginning operation under the Contract and at any time during the term of the Contract upon the District's request.

There shall be no visible interior or exterior body damage. All vehicles utilized by the Contractor under the contract shall be in excellent mechanical and safe operating condition during the entire term of the contract and shall meet or exceed the applicable standards established by Federal and California State laws and regulations, as well as accepted industry maintenance standards. Regular preventive maintenance shall be practiced on all vehicles. Buses shall be clean inside and out, with the restroom sanitized, for each trip.

Buses must be furnished with all equipment necessary for said transportation of passengers (e.g., car seats, restraints, and harnesses). It shall be the driver's responsibility to see that such car seats, restraints, or harnesses are properly adjusted and fastened as soon as the student occupies their seat and for the duration of the trip (including wheelchair students). The Contractor shall, at all times, provide for the safety and welfare of the students transported.

All vehicles transporting students in wheelchairs shall be equipped with hydraulic lifts and wheelchair securement devices that comply with federal and state legal requirements. Lifts purchased in or after 1995 shall have a manual override to provide for operation in the event of failure in the electrical system. Specialized equipment may only be utilized if designated in a student's educational plan, or by mutual agreement of all parties involved.

3. Regular and Spare Buses General Requirements.

a. Regular Buses. The Contractor shall be required during the Term of the Contract to provide all the buses, equipment and personnel required to meet its daily transportation routes as well as any Field Trip requests.

b. Spare Buses. In addition to the regular route buses, the Contractor shall maintain a spare bus fleet equivalent in size to a minimum of twenty percent (20%) of each type of total regular route buses, including wheelchair equipped buses. Spare or standby buses shall be of appropriate sizes, meet all applicable requirements, and be located within the District boundaries, so that Contractor may substitute regularly assigned vehicles, if needed, without delay. The standby vehicles shall be available on all days' schools are in session.

c. No Additional Compensation for Replacements. Contractor shall not receive additional compensation for any costs associated with performing the Services under the Contract, including but not limited to the cost of any replacement equipment/buses, including spare buses, under this Contract.

d. Vehicle Minimum Specifications. All buses must satisfy the following minimum specifications:

- Certified as required by federal and state laws and regulations
- Individual seat belts
- Front and rear air conditioning
- Tinted windows
- Minimum 72" of interior head room
- Fire extinguishers (as described in California Education Code Section 39838) and first aid and bloodborne pathogen kits.
- Each vehicle shall also be equipped with a fully functioning global positioning system (GPS) that the Contractor and District may use to track and record the vehicle's position at any given time and reviewable immediately upon demand by the District.
- Radios/phones for communication to a base station dispatch terminal. All communication equipment will be maintained in good working condition during the term of the Contract. The District may require Contractor to provide the District with the Contractor's Radio Frequency and/or two-way radios.

e. **Digital Video Cameras and Global Positioning System.** Each Transit Type D and Conventional Type C bus shall be equipped with at least three (3) fully functioning in-vehicle digital video cameras that displays the full interior of the bus where students are positioned during transportation. Each Van Type A or B bus shall be equipped with at least two (2) fully-functioning in-vehicle digital video camera that displays the full interior of the bus where students are positioned during transportation. The location of the cameras will be determined by the District. The video camera shall capture and record images, either on the in-vehicle video recording unit or in a remote location, which must be copied/retained by the Contractor (and reviewable immediately upon demand by the District) for at least thirty (30) days.

f. **Garage; Maintenance.** District does not have land available to park, store, maintain, repair, or operate buses. Contractor shall be solely responsible for parking, storing, maintaining, and repairing buses. The Contractor shall establish and maintain, throughout the duration of the contract, a maintenance facility/garage adequately equipped and staffed as required to perform preventative maintenance and repairs to vehicles used under the contract. Maintenance and administrative facilities shall be located by the Contractor within District boundaries.

g. **Days of Operation.** District operates approximately 243 days per calendar year with the number and type of buses required daily varying according to the individual school calendars.

h. **Extended Transportation Services (Non-Regular School Days).** The District may request additional transportation services for up to forty-five (45) non-regular school days, such as Spring Camp (Spring Break), Writing and STEM Camp (Summer Break), Extended School Year (Special Education) and other events, activities or extended school, as requested by the District. The transportation provider shall accommodate these requests, subject to mutual agreement on scheduling, availability, and costs. All services provided under this agreement shall comply with state regulations and District policies.

i. **Vehicle Inspection.** Contractor shall allow the District to inspect all vehicles used in furnishing the services at any time during the term of the Contract. A copy of each vehicle's annual California Highway Patrol Inspection Approval Certificate form 292 shall be sent to the District's Transportation Office or other District designee. Vehicles which are deemed by the District to be unfit for providing the required service shall be replaced by the Contractor with another vehicle of the same size, type and capacity, and in proper condition. Any required special education equipment shall be altered or installed on all such replacement vehicles at the Contractor's sole expense. Contractor shall maintain vehicle inspection reports and shall make said reports available to the District for review within five (5) business days of the District's request.

j. **Routing.** District shall provide all schedules and bus routes necessary for operation of scheduled bus routes. *Contractor shall have up-to-date route sheets, area maps and timepieces in all buses at all times.* District shall establish and advise Contractor of the maximum waiting time at each stop. Routes shall be scheduled so that the students arrive at school at least five (5) minutes prior to, but not more than twenty (20) minutes before, the designated class times. Buses must arrive at each school for the return trip at least five (5) minutes prior to the dismissal of class. The time a child is *en-route* on any trip shall not exceed sixty (60) minutes one way except for (a) delays caused by conditions beyond the Contractor's control, as determined by the District or (b) medical and/or behavioral needs of a student that necessitate less travel time. Trips anticipated to exceed this time limit must be approved in advance in writing by the District. Copies of the route sheets shall be on file in the dispatch office and District's Transportation Office. Contractor must submit any requests for route changes to the District, in writing, within two (2) business days of any changes to established routes. This includes, but is not limited to,

notifying the District of any instances where the Contractor determines that a student is not in need of transportation services on one or more routes. All routes are subject to change. If the District decreases routes, it will not pay for the eliminated routes.

k. Recordkeeping and Accident Reports. Contractor shall be required to provide operational records as deemed necessary by the District. All accidents or incidents involving the Contractor's equipment, personnel, or students being transported while operating for the District shall be reported in writing to the District within five (5) working days. A preliminary oral telephonic or email report shall be made to the District immediately following the accident, and shall include whether any fatalities or injuries occurred and a general description of property damage. Contractor shall also keep complete and accurate records of all written and oral complaints received regarding the Contractor's services for the District from all sources including, but not limited to: District employees or agents, parents/guardians, students, school-related service providers, private schools, state or federal agencies, and other school districts. Contractor shall provide to the District a written monthly report listing said complaints and actions taken by the Contractor, if any, to resolve each complaint.

l. Emergency Situations. The District may require the Contractor to provide transportation services during an emergency, local, state or federal. Each Bidder must indicate in its proposal whether it is willing and able to provide transportation services in the event of an emergency during the Term of the Contract. If the answer is yes, please specify if the entire fleet of buses or only certain types of buses would be mobilized. Also, indicate whether the daily rate, Field Trip rate or other per hour and/or per day and or per mile rate would apply to such transportation services.

4. Staffing and Coordination.

i. Contract Management Coordination

i. *Contractor's Management and Emergency Representatives.* Contractor shall supply management personnel ("Contractor's Management Representatives") who shall be responsible for the safe, efficient and cost-effective operation of the transportation services furnished hereunder and who shall be Contractor's liaison to the District. In addition, Contractor shall designate at least one emergency contact person. Contractor shall inform District of the name(s) and address(es) of such management personnel and shall provide two numbers for the emergency contact(s) and shall ensure that someone is available at any time in the event of an emergency.

ii. *District's Personnel.* District has designated its Director of Transportation to coordinate and communicate with Contractor in connection with the Services.

iii. *Contractor Facility; Support Staff; Dispatcher at District Site.* Contractor shall staff and maintain a facility within District boundaries as required to administer and support the Services under this Contract, including personnel available to receive and place telephone calls and monitor the radio equipment during the hours that students are being transported. Additionally, District will provide a desk within its Transportation Department for Contractor to base an onsite Dispatcher.

b. Drivers and Other Contractor Staff. Contractor must employ and staff sufficient qualified drivers, support personnel and other staff to ensure the uninterrupted, reliable, safe and on-time provision of transportation to students under this Contract. Contractor shall also employ an adequate number of qualified substitute drivers to ensure the District receives continuous and on-time service.

i. Pre-Employment Screening. Contractor shall develop and implement a pre-employment screening program to ensure that each drivers and other staff that will provide Services under the Contract is qualified, licensed and suitable.

ii. Stable Personality and High Moral Character. Contractor shall ensure that all Contractor staff or other personnel who have contact with District, its students and/or their families in connection with any services hereunder are stable, respectful, responsible and of high moral character. Contractor will not allow any person to drive (a) whose conduct might in any way expose a child to any impropriety of word or conduct; (b) who Contractor knows or has reason to know is not in a condition of mental or emotional stability; or (c) who is under the influence of drugs or alcohol, including prescription drugs that impair the safe operation of a vehicle. Contractor shall maintain a list of the names, California's Driver License Number and DMV summary record of all drivers and standby drivers. A list of proposed drivers must be included with the Proposal.

iii. Removal Personnel and/or Drivers; Standby Drivers. As contemplated in the Transportation Agreement, Contractor shall remove from services (or reassign, at District's request) under this Contract any driver or other employee whom District, in its sole discretion, deems unsatisfactory or unsuitable. The District may remove any driver who repeatedly violates any requirement imposed upon them by this Contract or by any federal, state, local, or District rule or regulation. ***Such removal or reassignment shall not delay or impact any services.***

To ensure that there are no delays or interruptions, Contractor shall provide an adequate number of standby drivers equaling, at a minimum, twenty percent (20%) of the assigned daily routes committed under this contract. Under no circumstances shall there be less than eight (8) standby drivers available to cover for a regular driver. Contractor shall maintain a list of standby personnel to perform the work required pursuant to the contract if regularly assigned personnel are absent or otherwise unavailable. All standby drivers must be available to drive buses during the hours of 6:00 a.m. to 5:30 p.m. on school days and available within a reasonable time as determined by the District to cover any route or portion of a route. The Contractor shall submit the Daily Roll Out sheet to the District prior to the commencement of each work day.

iv. Fingerprinting and Criminal Records Check. Contractor shall comply with the provisions of Education Code Section 45125.1 regarding the completion of criminal background investigations of each person it employs or contracts with to provide the services. Contractor is responsible for submitting the Criminal Background Check / Fingerprinting Certificate to District prior to commencement of the Contract, and for ensuring continued compliance with these requirements during the Term of the Contract. If Contractor becomes aware that any person providing services under Contractors direction has been arrested or convicted of a felony, then Contractor must immediately remove said person from their assignment, replace him or her with a qualified and cleared replacement of the services under the Contract, prevent the employee from interacting with District students, and notify District. The Contractor shall ensure that a driver does not provide service to the District when any background check or findings indicate criminal history convictions. The Contractor shall maintain a record keeping system available for the District's inspection upon two (2) days request to verify the foregoing.

c. ***Drivers.*** Contractor shall supply qualified drivers for the transportation services who are trained and properly licensed for the equipment they operate in accordance with State laws and who otherwise are in compliance with all State laws and the rules and regulations of the District. All drivers must be employees (not subcontractors) of the Bidder. The Drivers must remain in compliance with applicable licensing, safety, and certification requirements during the Term of the Contract. In addition, Drivers assigned by Contractor to perform services under the Contract must:

i. have a good driving record as verified by the state and governing bodies. The contractor shall verify each driving record upon initiation of service and then every year thereafter. Such records shall be placed into the driver's file and must be accessible upon request. The Contractor shall not use drivers to provide the District services who have accrued more than three (3) moving violations for any reason in the last two (2) years, and shall not use drivers who have had a DUI, DWI, or any controlled substance-related violation.

ii. hold a valid and current Commercial Driver License, California Department of Motor Vehicles ("DMV") "California Special Driver Certificate." The Contractor shall maintain a list of each driver's name, California Driver's License number and DMV summary record, which shall be made available to the District upon two (2) days request. Drivers are required to have with them, at all times, any applicable license or special certificate.

iii. hold a valid first aid certificate, which shall always remain with the driver on their vehicle.

iv. wear a Contractor-provided uniform and safety vest, carry appropriate identification and badges. The contractor shall ensure that all drivers display their current driver's license upon request of a school official or district officers.

v. carry a timepiece with them while on duty so that they can maintain established route and time schedules. Drivers shall strictly adhere to the driver's specific route and schedule and shall not alter their route for any personal reason. They are prohibited from stopping along their route for any personal reason(s).

vi. adhere to a non-smoking, drug and alcohol-free workplace policy. Drivers as well as their vehicles must not smell of smoke or any other offensive odor. Random testing of drugs and alcohol may be required by the District. Any driver failing to be tested or found to have a "positive" drug test shall be immediately removed from service to the District.

vii. drive in a careful and prudent manner, exercising the highest degree of care and observing and complying with all rules of the road and traffic regulations.

viii. check their respective buses for children prior to leaving the buses at the end of each route.

ix. be in good health. Each driver shall have an examination for tuberculosis in accordance with Education Code Section 49406 prior to driving a school bus in service of District. Examinations shall be required every two (2) years, or as required by law. Contractor shall establish and maintain a record keeping system to assure that each driver meets this requirement. This system shall be available for review by District.

x. be permanently assigned to the same bus route whenever possible. Drivers shall have no more than two (2) reassignments during the school year unless a reassignment is determined by the District's Director or other designee to be in the District's best interest.

xi. be trained on positive behavior supports (such as NCPI). Two days of initial hire training and annual refresher for all drivers must be provided. Trainings shall be organized by District and paid by Contractor.

d. **Discipline and Supervision on School Buses.** The school bus driver is responsible for rider discipline and supervision during pick-up and delivery and for the safe and orderly conduct of the riders while they riders are on the school bus as specified by law. Contractor shall provide for regular reporting to the District of incidents of misconduct on the bus and the corrective action taken. No pupil shall be suspended from a school bus without the prior written permission of the District. The Contractor is responsible to actively recruit school bus applicants who recognize the responsibility of safe pupil transportation and its dependency upon adequate enforcement of reasonable behavior.

The District reserves the right, discretion and sole authority to place an aide/assistant with any student, on any bus route, when deemed necessary or desirable by District.

e. **Health and Safety Protocols.** Contractor shall implement best practices health and safety protocols for all school bus drivers and other Contractor employees in contact with District students and staff. If, during the term of the Contract, any applicable governmental agency (including, but not limited to, District) implements any health and safety protocols to reduce the spread of any infectious disease or illness, such as mask wearing, checking temperatures, cleaning and disinfecting of high touch surfaces, social distancing, or other measures, then Contractor shall comply with such procedures at no additional cost to District.

f. **Special Requirements.** Drivers who are required to lift pupils in and out of buses shall have special training, including refresher in-service training, provided by Contractor 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. Proof of training will be submitted to the District within two (2) business days upon request.

g. **Driver Meetings.** The District reserves the right to call periodic bus driver meetings requiring mandatory attendance of all drivers and dispatchers servicing routes/trips under the Contract. The District will give at least two (2) business days prior notice to all drivers when a meeting is called. There shall be no additional compensation paid to Contractor by District for participation at these meetings. The District anticipates no more than three (3) driver meetings per school year.

h. **Exigent Circumstances.** Recognizing that exigent circumstances arise where a driver must leave a student at a pick up or drop off location (e.g., when a student refuses to enter the vehicle) in order to adhere to the driver's scheduled route and to not prejudice other students, the driver shall immediately communicate to the Contractor the circumstances that required the driver to depart without a student; the Contractor shall then contact the District's designated personnel regarding the matter. Drivers will not transport any person, except a student enrolled within the District's jurisdiction, or an employee of the District or Contractor, without first obtaining the District's permission.

i. **Training and Evaluations.** The Contractor will conduct, on an annual basis and whenever a person is hired as a new driver, driver orientation sessions. The driver orientation shall include, but not be limited to: commercial driver's license requirements and test preparation; drug-free workplace requirements; pre-trip and post-trip equipment and safety inspections; defensive driving;

loading and unloading procedures (including wheelchairs); railroad crossing safety procedures; backing maneuvers; emergency procedures; special equipment instruction (including car seat training); evacuation procedures; seasonal weather conditions; student management; disability awareness and sensitivity; dealing with parents and guardians of handicapped students; relationships with school personnel and the general public; student discipline; and other pertinent information.

- Drivers shall be evaluated by the Contractor at least once each semester for the purpose of observing their driving practices with respect to: safety; mechanical operation; conformance with laws, policies, and regulations; adherence to established routes and schedules; handling of students; and other factors inherent in the transportation of special education pupils.

- Copies of the evaluations shall be maintained by the Contractor during the term of the driver's employment by the Contractor, plus one (1) year thereafter and shall be sent to the District within five (5) business days of the request. All drivers assigned to perform services under the contract shall maintain a minimum evaluation rating of satisfactory in all evaluation categories. In the event of an "at fault" accident, the driver shall be re-evaluated and retrained

j. No Show Reports. Contractor shall provide District with the following monthly reports:

- Student "No Show" report
- Student's Detailed Trip Report
 - a. Student's Name
 - b. Mileage for the route
 - c. Pricing Considerations
 - d. Date of Service

5. Additional Contract Terms

a. Indemnification – Copyright and Patent Claims. To the fullest extent permitted by State law, Contractor shall at its sole expense indemnify, protect, defend, and hold harmless District, its employees, school board members, officers, administrators, managers, agents, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) that may arise from Contractor's furnishing to District of any copyrighted or patented material under the Contract (e.g., a claim that Contractor's camera systems infringe upon a third party's patent rights). This provision shall not apply to any claim that District has infringed Contractor's copyrights or patent rights.

b. Limitation of Liability. District assumes no responsibility whatsoever for any of Contractor's personal property placed on District premises. Except as specifically provided in the Contract, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits, arising out of or in connection with the Contract.

c. Confidentiality, Student Data.

i. Student Privacy Laws. In relation to the performance of the services under the Contract, Contractor may receive or obtain access to Student Data. Contractor agrees

to abide by the Student Privacy Laws in connection with all Student Data. In particular, the District will provide the Contractor with certain student educational information necessary for performance of the Contract. The Contractor agrees that it will use Student Data/ educational information only for this purpose and acknowledges that it is prohibited by law from sharing this information with any third parties. The Contractor further understands and agrees that, pursuant to the Contract, it provides a service that the District would otherwise provide itself, and therefore the Contractor has legitimate educational interest in the student information it receives, uses, maintains or to which it has access. The Contractor further agrees that it is under the direct control of the District with respect to the use and maintenance of information from student educational records.

ii. Contractor Duties Regarding Student Privacy Laws. Contractor shall strictly comply with the Student Privacy Laws. Without limiting the generality of the foregoing, Contractor and its agents, personnel, employees, and/or subcontractors shall perform the following duties in regards to any Student Data that Contractor obtains in the performance of the Contract: (i) not disclose the information to any other party without the consent of the parent/guardian or an eligible student; (ii) use the data for no other purpose than the performance of the services contemplated under the Contract; (iii) require all of Contractor's officers, directors, administrators, employees, contractors, and agents to comply with all provisions of the Student Privacy Laws; (iv) designate in writing a single authorized representative who shall be responsible for requesting, receiving, transmitting and, as permitted under the Contract and applicable law, destroying Student Data; (v) maintain all Student Data in a secure computer and not copying, reproducing or transmitting data except as necessary to perform under the Contract; and (vi) destroy or return all personally identifiable information obtained under the Contract when it is no longer needed for the purpose for which it was obtained no later than thirty (30) calendar days after it is no longer required. Failure to properly destroy or return Student Data shall preclude Contractor from accessing personally identifiable student information for at least five (5) years as provided in 34 C.F.R. Section 99.31(a)(6)(iv), which shall be grounds for District to terminate the Contract for cause and seek any and all remedies available to District at law or in equity.

iii. Contractor's Website and Online Services. In the event that Contractor operates a website, online service, mobile application or similar medium, Contractor shall comply with the requirements of SOPIPA (Cal. Business and Prof. Code §§ 22584, *et seq.*) by (a) not knowingly engaging in advertising targeted to District students or their parents or guardians, creating profiles of students or their parents or guardians, selling information about students or their parents or guardians, or disclosing any personally identifiable information without proper prior consent; (b) storing, processing and protecting District data pursuant to commercial best practices, including encrypting data; (c) promptly deleting District data, including, but not limited to, student, parent and guardian data, upon District's request; and (d) not storing District data outside of the United States.

d. False Claims. Notwithstanding anything to the contrary in this RFP, Contractor shall be liable to District under the False Claims Act (California Government Code Sections 12650, *et seq.*) for any false claims that Contractor presents or makes to District in connection with the Contract.

Contractor’s liability under the False Claims Act shall include three times the amount of damages that District sustains because of the false claim and the costs of a civil action brought to recover any penalties and/or damages, and the then-current and applicable civil penalty for each violation.

e. Liquidated Damages; Certain Penalties.

- i. **Liquidated Damages.** The Parties agree that it would be impractical or extremely difficult to fix actual damages if Contractor fails or neglects to deliver services or fails or neglects to comply with the Contract including, but not limited to, any provision of the Transportation Agreement or these Specifications. Therefore, if Contractor fails or neglects to deliver services or fails or neglects to comply with the Contract, Contractor shall pay to OSD the sum of **TWO HUNDRED FIFTY DOLLARS (\$250.00) PER INCIDENT PER DAY, WITH A NOT TO EXCEED OF TWENTY THOUSAND DOLLARS (\$20,000.00) PER DAY, AS LIQUIDATED DAMAGES** and not as a penalty. The Parties agree that the foregoing amount is a reasonable estimate of these damages. Contractor and Contractor’s surety shall be liable for any and all liquidated damages hereunder; provided, however, that Contractor and Contractor’s surety shall not be liable for liquidated damages when the failure to deliver services or comply with the Contract is due to matters outside of Contractor’s control, acts of OSD, an OSD school or parent/guardian of a pupil receiving OSD services or a school closure.
- ii. **Certain Penalties.** Notwithstanding the foregoing, the District may choose to assess certain penalties instead of liquidated damages for certain failures of Contractor to provide adequate Services or Equipment, as follows:

CONTRACT VIOLATION	CHARGE
No Service Provided No service or service more than thirty (30) minutes behind schedule along any portion of a route due to: <ul style="list-style-type: none"> - Equipment breakdown - Driver failure to follow an assigned route as scheduled - Contractor’s dispatch conflicts with assigned routes 	Substitute Service Available: OSD may charge incurred costs + Rate for the route or portion of the route not covered No Service: OSD may charge double the Rate for the route or portion of the route not covered
Failure To Provide On-Time Service <ul style="list-style-type: none"> - Late Service (more than 10 minutes less than 30 minutes behind schedule) - Early Service (more than 5 minutes ahead of schedule) 	\$100.00 per incident
Failure To Submit Requested Reports	\$50.00 per day
Failure to Provide Notification (accidents, incidents or confrontations)	\$100.00
Failure to Satisfy Equipment Requirements (missing seatbelts, harness, car seat, restraint or tie downs; missing or non-operational video camera or GPS system)	\$100.00 per bus

Failure to display route signs and notices	\$50.00 per bus
Failure to maintain adequate number of qualified vehicles for assigned routes plus 20%	\$100.00 per bus

f. **State Review and Audit of Records.** Contractor shall preserve and retain all Contract records, including, but not limited, to the Contract Documents, books, invoices, *etc.*, but excluding any Student Data for a period of three (3) years after the final payment under the Contract, or if an examination, review or audit has commenced but not completed within such three (3)-year period, then Contractor shall retain the records until such examination, review or audit has been completed. Contractor shall cooperate in and comply with any such examination, review or audit by promptly making records available at all reasonable times for the purposes set forth herein, and taking all such other actions reasonably required in furtherance of the purposes set forth herein. To the maximum extent permitted by applicable law, Contractor shall be liable for any damages suffered by District due to Contractor’s failure to comply with this paragraph.

g. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the 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 correctly inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

h. **Appropriation Clause.** Contractor hereby agrees and acknowledges that monies utilized by District to purchase services is public money appropriated by the Board and is subject to variation. District fully reserves the right to cancel or reduce services due to non-availability or non-appropriation of sufficient funds beyond the current fiscal year, in which event District shall not be liable to Contractor for any damages, claims, or penalties at law or in equity.

END OF TERMS AND CONDITIONS/ DISTRICT REQUIREMENTS

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BID PROPOSAL DOCUMENTS ARE LISTED ON THE FOLLOWING PAGE

BID PROPOSAL SUBMITTAL CHECKLIST
(List of Documents to be included in the Bid Packet)

Bidders are encouraged to complete this checklist to confirm the required items have been included with your bid. Place a check mark or “X” next to each item that you are submitting to the District. To be considered responsive, all required documents and information must be returned.

Bid Packet Required Documents:	
<input type="checkbox"/>	Hard Copy of Bid Proposal, including a Digital Copy (USB Drive), in an envelope clearly marked “Bid Proposal in Response to RFP #24-01 - Pupil Transportation Services,” and including each item below
<input type="checkbox"/>	This Bid Proposal Submittal Checklist
<input type="checkbox"/>	Bid Proposal Form and Certification, signed and completed, including acknowledgement of any Addenda, together with the <input type="checkbox"/> PRICING / SCHEDULE OF FEES and all necessary backup documentation and information
<input type="checkbox"/>	Proposal Questionnaire, including the following attachments and backup documentation: _____ _____
<input type="checkbox"/>	School Bus Inventory and Property Summary (Vehicle List)
<input type="checkbox"/>	CHP Safety Compliance Report
<input type="checkbox"/>	Driver List
<input type="checkbox"/>	References
<input type="checkbox"/>	Non-Collusion Affidavit
<input type="checkbox"/>	Bid Bond
<input type="checkbox"/>	Certification Regarding Iran Contracting Act

BID PROPOSAL FORM AND CERTIFICATE

TO: Oxnard School District (“District”)

FROM: _____ (“Contractor”)

I, the undersigned, hereby certify that I am an authorized representative of the Contractor identified above by its full legal name, and that I am duly authorized to submit bids and proposals and to bind Contractor to performance of the obligations, terms and conditions specified in the RFP and the Bid Proposal. I further hereby certify that:

- A. Contractor is a _____ duly authorized to conduct business, and in
(Limited Liability Company, corporation etc.)
good standing, in the State of California. As of the date of this bid, Contractor has the requisite licenses, certifications, and permits to allow Contractor to perform the work contemplated under this RFP.
- B. The Flat Trip Rate price on the attached Pricing/ Schedule of Fees includes ALL costs (Per Trip Per Bus) for the required routes home to School and back, and the Field Trip hourly rates include ALL costs per hour for operation of the identified buses. Furthermore, the over hour and over mile rates reflect ALL costs applicable to each of those categories. We have also attached all information we deem pertinent to our costs/ rates calculations.
- C. Contractor represents that it is experienced and qualified to perform the Services and has familiarized itself with all factors and conditions affecting the performance of the Contract. Contractor warrants that, if awarded the Contract, it will execute and deliver the Contract, and all required Contract documents and the Performance Bond and evidence of insurance, to District within ten (10) calendar days from the date of the Notice of Award.
- D. Contractor will perform the Contract and provide and furnish all of the labor, materials, tools, equipment, supplies and all other items or materials necessary to perform the Contract in strict conformity with the Terms and Conditions/ District Requirements, the Transportation Agreement and other Contract Documents, including Addenda Nos. _____ (receipt of which Addenda is hereby acknowledged), for payment in the amounts set forth on the attached Pricing/ Schedule of Fees, which shall be attached to the Transportation Agreement, without changes or modifications, if Bidder is awarded the Contract.
- E. Contractor understands that District may to accept or reject any or all bids or waive any irregularities or informalities in any bids, or any portion thereof, and in the bidding process. Contractor will not withdraw for a period of ninety (90) calendar days after bid opening.

Signature of Contractor’s Authorized Representative

Typed or Printed Name of Contractor’s Authorized Representative

Title of Contractor’s Authorized Representative

Date

**PRICING / SCHEDULE OF FEES
FOR PUPIL TRANSPORTATION SERVICES**

It is agreed that effective July 1, 2025 through June 30, 2026 the rates shall be as stated below:

BUS TYPE AND CAPACITY	FLAT RATE (UP TO 5.75 HR/75 MILES)	RATE PER OVER HOUR	RATE PER OVER MILE
Type A or B (18-20 ambulatory passengers)			
Type C (30-46 ambulatory passengers with minimum 2 wheelchair positions)			
Type D (78-84 ambulatory with undercarriage storage)			

FIELD TRIPS

BUS TYPE A OR B \$ _____ PER HOUR
 BUS TYPE C \$ _____ PER HOUR
 BUS TYPE D \$ _____ PER HOUR

It is agreed that effective July 1, 2026 through June 30, 2027 the rates shall be as stated below:

BUS TYPE AND CAPACITY	FLAT RATE (UP TO 5.75 HR/75 MILES)	RATE PER OVER HOUR	RATE PER OVER MILE
Type A or B (18-20 ambulatory passengers)			
Type C (30-46 ambulatory passengers with minimum 2 wheelchair positions)			
Type D (78-84 ambulatory with undercarriage storage)			

BUS TYPE A OR B \$ _____ PER HOUR
 BUS TYPE C \$ _____ PER HOUR
 BUS TYPE D \$ _____ PER HOUR

PROPOSAL QUESTIONNAIRE

THIS DOCUMENT MUST BE COMPLETED, SIGNED AND SUBMITTED WITH THE BID

NOTE: The Proposal Questionnaire must be downloaded separately from the District's Website. After it is completed and signed, it **MUST** be included in full, including all necessary attachments, with the Bid Proposal.

**SCHOOL BUS INVENTORY AND PROPERTY SUMMARY
(VEHICLE LIST)**

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

Insert Additional Page(s) and/or provide your own fleet roster and attach to this form for bid submittal.

Vehicle No.	Year and Make/Brand	Model No.	VIN No.	License No.	Passenger Max. Capacity (Inc. Driver)	Current CHP Inspection Date*

* Copies of the most recent CHP Safety Compliance Report must be included with the Proposal.

DRIVER LIST

Insert Additional Page(s) and/or provide your driver list and attach to this form for bid submittal

Name	Date Hired	California Driver's License No.	License Expiration Date	Commercial Medical Certificate Expiration

**OXNARD SCHOOL DISTRICT
BIDDER'S PROPOSAL FOR RFP # 24-01 – PUPIL TRANSPORTATION SERVICES**

REFERENCES

List the names and addresses of California school districts to which Bidder has provided similar services, either currently or within the last five (5) years. For each entity listed, indicate the name, phone and/or email of at least one contact person, indicate the date(s) during which the services were or are being provided, describe the total Contract amount and briefly describe the Services provided. Use additional sheet(s) of paper if necessary.

NON-COLLUSION AFFIDAVIT
(To be Executed by Bidder and Submitted with the Bid Proposal)

The undersigned hereby declares:

I am the _____ (insert title) of _____ (insert name of bidder), the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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 that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on _____, 2025, at _____ (city), _____ (state).

Contractor's Legal Business Name

Signature of Contractor's Authorized Representative

Name of Contractor's Authorized Representative

Title of Contractor's Authorized Representative

BID BOND FORM

Agency: Oxnard School District, 1051 S A Street Oxnard California 93030

Project: RFP # – Pupil Transportation Services

Bidder (insert full legal name): _____

Surety (insert full legal name): _____

Penal Sum: _____ (\$ _____)

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ (Bidder as “Principal”) and _____ as surety (“Surety”), are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto **OXNARD SCHOOL DISTRICT** (the “Obligee”) for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying bid (“Bid”) for services related to the above-referenced Project, and the bid must be accompanied by bid security; and

WHEREAS, subject to the terms of this bond, the Surety is firmly bound unto Obligee in the penal sum of ten percent (10%) of the total amount of the Bid submitted by Principal to Obligee, as set forth above;

NOW, THEREFORE, Principal and Surety agree to the following, for the benefit of Obligee:

1. If Principal shall not withdraw said Bid for ninety (90) calendar days after opening of said Bid; and if Principal is awarded the Contract, and shall within the period specified therefor, or if no period be specified, within ten (10) calendar days after the prescribed forms are presented to Principal for signature, enter into a written contract with Obligee, in accordance with the Bid as accepted, and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of the Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of the Bid within the period specified for the holding open of the Bid or the failure of Principal to enter into the Contract and give such bonds within the time specified, if Principal shall pay Obligee the difference between the amount specified in the Bid and the amount for which Obligee may procure the required services and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by Obligee in again calling for bids or otherwise procuring said services or supplies, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

2. Surety, for value received, hereby stipulates and agrees that this Bid Bond and the Surety’s obligations hereunder shall be and remain in effect until such time as one or more of the conditions described hereinabove for rendering this Bid Bond null and void have been satisfied. Surety, for value received, further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Invitation to Submit Bid Proposals, the Terms and Conditions/ District Requirements or any portion of the Contract Documents shall in any way affect its obligations under this Bid Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, the Invitation to Submit Bid Proposals, the Terms and Conditions/ District Requirements , or any other portion of the Contract Documents.

3. If Obligee awards the Contract to Principal, but Principal fails and or refuses to enter into the Contract and or to properly and duly execute and deliver the required payment and performance bonds, then, immediately upon request of Obligee and without imposing any additional conditions on payment whatsoever, Surety and/or Principal shall forfeit and pay to Obligee an amount equal to the costs incurred

by Obligee in connection with such failure or refusal by Principal. For purposes of the foregoing, the amount payable to Obligee in connection with such failure or refusal by Principal, as determined by Obligee, shall include: (a) the difference between Principal's Bid and the bid submitted by the responsible bidder with the next lowest responsive bid; and (b) the administrative and other costs and expenses incurred by Obligee to contract with such next lowest bidder, advertise or otherwise seek additional bids and or take other actions in response to such failure or refusal by Principal. Obligee may provide notice to Principal and Surety that, although payment is not yet due pursuant to this Bid Bond, payment will be due after Obligee has determined the amount of the costs it has incurred. Regardless of whether Obligee gives such notice, this Bid Bond shall remain in effect until such amount has been paid to Obligee.

4. This Bid Bond shall be governed by the laws of the State of California. In the event that any suit or other proceeding is brought upon this Bid Bond by Obligee, Surety shall pay to Obligee all costs, expenses and fees incurred by Obligee in connection therewith, including without limitation, attorneys' fees. Moreover, in the event of any litigation, Surety, Principal and any cosigners shall submit to jurisdiction in the superior courts of the County of Ventura.

5. In issuing this Bid Bond, Surety certifies to Obligee that Surety is "an admitted surety insurer" as defined in California Code of Civil Procedure Section 995.120. Surety also certifies that Surety possesses a certificate of authority from the California Insurance Commissioner authorizing it to write surety insurance defined in California Insurance Code Section 105, and, as applicable, the Treasury Department's most current list.

6. Each person signing this Bid Bond on behalf of either Principal or Surety, as applicable, hereby represents and warrants that he or she has been duly authorized to sign, and thereby bind such party to, this Bid Bond.

IN WITNESS WHEREOF, Principal and Surety have executed this instrument this _____ day of _____, 2023 by their duly authorized agents or representatives.

"Principal"

Corporate or Individual Name (Affix Corporate Seal)

Authorized Representative's Signature

Authorized Representative's Printed Name and Title

Date

"Surety"

Corporate Name (Affix Corporate Seal)

Authorized Representative's Signature

Authorized Representative's Printed Name and Title

Date

NOTE: Signatures must be notarized. A certified copy of the power of attorney of the Surety's authorized signatory must be attached to this Bid Bond.

SURETY INFORMATION FORM

This form must be completed and submitted with the bid bond. Do not leave any information blank.

1. Any claims under this bond may be addressed to:

Name of Surety: _____

Address of Surety: _____

Telephone Number: _____

2. Local contact information (please complete for two agents/representatives located in southern California and authorized to receive service of process and other official documents on behalf of Surety):

Agent/Representative for service of process in California: _____

Business Address of Agent/Representative: _____

Telephone Number of Agent/Representative: _____

Facsimile of Agent/Representative: _____

Email of Agent/Representative: _____

Agent/Representative for service of process in California: _____

Business Address of Agent/Representative: _____

Telephone Number of Agent/Representative: _____

Facsimile of Agent/Representative: _____

Email of Agent/Representative: _____

**CERTIFICATION REGARDING IRAN CONTRACTING ACT
(Public Contract Code (“PCC”) Sections 2200, *et seq.*)**

The undersigned hereby certifies to District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

1. I am a duly authorized representative of the bidder. As such, I have the full power to execute, and I hereby do execute, this certification on behalf of the bidder.

2. The appropriate box is checked immediately below and the statement relating to the bidder’s status in regard to the Iran Contracting Act of 2010 (PCC Code Sections 2200, *et seq.*) following such box is true and correct with respect to the bidder. (Check only one box.)

The bidder is not: identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with PCC Section 2203(b); or a financial institution that extends, for forty-five (45) days or more, credit in the amount of twenty million dollars (\$20,000,000.00) or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with PCC Section 2203(b), if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

District has exempted the bidder from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, District will be unable to obtain the goods and or services to be provided pursuant to the Contract.

The maximum total amount payable to the bidder in connection with the Contract, as of the date of this certification, does not exceed one million dollars (\$1,000,000.00).

3. The bidder is aware and acknowledges that in accordance with PCC Section 2205, false certification of this form may result in civil penalties equal to the greater of two hundred fifty thousand dollars (\$250,000.00) or twice the Contract amount, termination of the Contract, and/or ineligibility to bid on contracts for three (3) years.

Name of Bidder

Signature of Bidder’s Authorized Representative

Typed or Printed Name and Title of Bidder’s Authorized Representative

Date

CHECKLIST
DOCUMENTS TO BE SUBMITTED TO DISTRICT
BY THE SUCCESSFUL BIDDER, FOLLOWING AWARD OF THE CONTRACT
(To be submitted within ten (10) days of the Date of Notice of Award)

Contractor is encouraged to complete this checklist to confirm that all required items have been included with the signed Transportation Agreement. Place a check mark or “X” next to each item that you are submitting to the District.

Contract Documents Required Upon Execution of the Transportation Agreement	
<input type="checkbox"/>	Transportation Agreement, completed and signed by successful bidder, including the completed Statement of Work and <input type="checkbox"/> Pricing / Schedule of Fees (completed and signed by Contractor)
<input type="checkbox"/>	Certificate(s) of Insurance and Endorsement(s) Evidencing Coverage as Required under the Transportation Agreement (including Abuse and Molestation Coverages)
<input type="checkbox"/>	Performance Bond
<input type="checkbox"/>	Criminal Background Check/ Fingerprinting Certificate
<input type="checkbox"/>	Tuberculosis Certificate (evidencing compliance with Education Code section 49406)
<input type="checkbox"/>	Workers’ Compensation Certificate
<input type="checkbox"/>	Drug-Free Workplace Certification

PUPIL TRANSPORTATION SERVICES AGREEMENT

This Pupil Transportation Services Agreement (“Agreement”) is made and entered into this _____ day of _____, 20____ by and between OXNARD SCHOOL DISTRICT (“District”) and [insert Service Provider Name[, a [insert state of formation and type of entity]]] (the “Provider”). District and the Provider are collectively sometimes referred to as the “Parties” and, each, a “Party.”

PROVIDER INFORMATION:

Bidder/Provider Legal Name

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification Number

License Number (if applicable)

[NOTE: If Social Security Number is used, indicate that the number will be provided separately to District upon receipt of Notice of Award.]

Whereas, District issued the Request for Proposals or RFP described below seeking bids for pupil transportation services in accordance with applicable laws; and

Whereas, Provider, sometimes referred to herein and in the Contract Documents (defined below) as bidder, submitted a Bid and Proposal dated _____, 20____ (the “Proposal”) and, based on said Proposal, was subsequently awarded the Contract for the Services, all as described and provided herein.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. **TERM OF AGREEMENT.** Services under this Agreement shall commence on the later of (i) July 1, 2025 or (ii) the date upon which the District’s Board of Trustees (“Board”) awards this Agreement to the successful bidder (“Commencement Date”). This Agreement will remain in effect for two (2) year(s), from the Commencement Date to June 30, 2027 (the “Initial Term”). The Initial Term shall be for a minimum of one year. This Agreement will not renew automatically but may be extended at the discretion of the District upon written notice to Provider at least sixty (60) days prior to the expiration of the term then in effect. The Initial Term, plus any extension or renewal year(s) are individually and collectively referred to herein as the “Term.” As provided under Education Code section 39803(a), this Agreement may not be extended beyond its 5th year.

Agreed-upon rates, as specified on the Schedule of Fees, attached hereto, must remain in effect each applicable year of the Initial Term and, if changed in connection with an extension,

throughout the extension period. Such extensions must be reflected in an Amendment or other writing signed by both Parties.

2. **SERVICES; SCOPE OF WORK.** District requires pupil transportation services for its special education students and its other programs. These programs, and their respective transportation needs, are further described below. Contractor agrees to provide a sufficient number of school buses to perform all of Contractor's obligations under the Contract. Sufficient, as used in this RFP, means as many as required by District to accommodate all programs operated by District as set forth in this Contract:

REQUEST FOR PROPOSAL NO. 24-01 - RFP for Pupil Transportation Services

, as more particularly described on Exhibit A to Transportation Agreement, attached hereto and incorporated herein by reference ("Scope of Work" or "Services"). Provider shall perform the Scope of Work in exact accordance with the Contract Documents and the Provider's Proposal upon which the Board based the contract award, including completing all routes, providing all necessary vehicles, and complying with the transportation schedule(s) approved by District, subject to direction of District as to transportation services and vehicles needed, schedules and route changes, as well as closure interruption and the need for transportation services and vehicles. Provider shall not add buses or routes except as authorized in writing in advance by District and shall be liable to District for any damages arising from any failure to fully comply with this obligation. Provider shall not be excused with respect to any failure to so comply by any act or omission of District unless Provider files a written protest within ONE working day of the time of such alleged District act or omission specifying how such act or omission is preventing Provider from fulfilling such specified obligation(s). Barring such protest(s), each Service shall be undertaken and completed in such sequence as to assure full completion of all Services in accordance with this Agreement and the District approved schedules and routes.

Provider's failure or refusal to strictly and faithfully perform the transportation services specified herein, subject to any changes to routes or schedules later required by District, shall constitute a material violation of this Agreement. Following such violation, District may, at its option: (i) perform or cause to be performed the Services the Provider failed to perform and discount the costs of such Services from then outstanding or future Provider invoices; and/or (ii) terminate this Agreement effective on the date specified on the District's notice to provider, all as further specified in Section 10 hereof.

3. **CONTRACT DOCUMENTS.** This Agreement consists of and incorporates the following Contract Documents, each of which is a component parts of the contract as if herein set out in full or attached hereto:
 - Invitation to Submit Bid Proposals
 - Instructions to Bidders
 - Terms and Conditions/ District Requirements
 - Proposal Form /Price Schedules
 - School Bus Inventory and Property Summary
 - Non-Collusion Affidavit
 - Proposal Questionnaire
 - Form of Bid Bond

- Criminal background check/Fingerprinting Certificate
- Certificate Regarding Worker's Compensation
- COI & Endorsements in Compliance with Insurance Requirements
- This Agreement for Pupil Transportation Services

Provider shall perform all work and services, and satisfy all terms and conditions, of each of the above Contract Documents in the same manner as if fully spelled out herein.

4. ROUTING AND SCHEDULING; PERFORMANCE; CHANGES.

- a. All changes to routes, schedules, and stops must be pre-approved by District; provided that:
 - i. District will be responsible for any additional cost if such changes result in additional routes or time; and Provider shall ensure that any decreases in costs arising from any changes are passed on to the District. To give full effect to these obligations, Provider shall notify District, within 3 business days of receipt of District request for changes, whether such changes require a reduction or an increase in staffing levels, vehicles, scheduled stops or any other changes. Said notice shall clearly describe the impact on costs for each impacted Service (no change, increase, decrease). Except for changes or additions to routes, which shall be implemented as provided in paragraph 4.a.ii, below, District will notify Provider whether and to proceed with all or selected changes and the date on which the changes shall be implemented. The charges under the Agreement shall be adjusted proportionately commencing with the billing cycle in which the changes are implemented.
 - ii. District shall notify Provider of desired changes or additions to routes no later than 5:00 p.m. on Wednesdays. Provider shall implement those changes by the following Monday after receipt of written notification.
 - iii. If Provider wishes to change a route, it shall give not less than sixty (60) days prior written notice to District and shall not make any change until District approves the change in writing, except under emergency situations when reasonable notice shall be given to obtain District's prior written consent.
- b. Provider shall maintain maximum vehicle and driver utilization insofar as feasibility and safety permits. Provider shall be solely responsible for assuring the safety and reliability of vehicle and driver utilization for Services provided under this Agreement.
- c. Prior to assigning any person to provide any Service under this Agreement, Provider shall ensure that said person (i) satisfies all applicable requirements of law, including but not limited to the criminal background check and tuberculosis testing requirements; and (ii) receives orientation on appropriate interaction and communication with parents and District staff, appropriate techniques for pupil management, and how to handle relations with the school sites and the general public
- d. District reserves the right to request replacement of any person who, in the opinion of District is not suitable to operate a bus or provide Services hereunder, or who has repeatedly violated any requirement imposed by this Contract or any federal, state, local, or District regulation. Therefore, if Provider receives notice from the District Representative that the conduct of a

driver is unsatisfactory, Provider shall remove said person and not allow him or her to provide any future Service under this Agreement.

- e. All transportation vehicles utilized in connection with the Services shall be clean, in good state of repair, in conformance with all applicable law and requirements and reasonably satisfactory to District.
- f. Provider agrees to work with District in assessing its transportation needs and identifying areas of cost and services reduction and also agrees to assist in reducing where possible District's transportation costs.
- g. District and Provider may agree to establish performance criteria whereby District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

5. **PAYMENT AND EXPENSES.** District shall pay Provider, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the proposal documents, the amounts calculated at the rates set forth on the Proposal Form/ Schedule of Fees. Payments for Services satisfactory to District will be made promptly after the end of each month during the Term.

- a. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, period of service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, any deductions applicable and total payment requested. Contractor is required to invoice the District within (10) school days following the first of each month for services rendered the prior month.
- b. After first deducting any disputed amounts, the balance due the Contractor will be paid within 30 days and the Parties shall meet to try to resolve any dispute. Provider shall furnish to District full and complete information on Services disputed, including a break-down of actual costs incurred by Provider for each item on the invoice. District shall not be responsible for payment for services not provided, for vehicles not used, for drivers, staff and routes not needed, for changed routes, overhead and for transportation services which are directed by District to be removed or changed in accordance with the provisions of this Agreement.
- c. Any rate increases associated with any proposed extensions to this Agreement shall be negotiated in good faith by both Parties. The Parties agree to implement minimum rate change in accordance with the Consumer Price Index (Los Angeles Area)- All Urban Consumers, All Items for the 12-months ending in March, as such percent change is determined by the District. Notwithstanding the foregoing, the Parties agree that no annual increase or decrease may exceed five percent (5%) without prior Board approval. In the event of a general price decrease, District may reject any request for extension (or the bid award, if applicable) unless the decrease is passed on to District. Furthermore, Provider may only request a rate increase in excess of CPI if such request is based on increased costs that directly impact performance of the Services, such as increased costs related to replacing or modifying equipment used for the Services to comply with newly implemented federal, state

or local laws or regulations. All rates are subject to negotiation between the Provider and District, per California Education Code, Section 39880.

In connection with any rate adjustment, District may, at its discretion, review Provider's performance and costs (including actual driver services, vehicles actually used and logs of the time used) to determine conformance with District direction as to transportation services, adjustments to routes, schedule and utilization.

6. **SCHOOL CLOSURE(S); REOPENING.** In the event all or any District schools are closed for any lawful reason, including in response to governmental orders or advisories, or to protect the health, safety and welfare of students and employees, or due to any emergency, and Provider is so notified, District shall not be charged or required to pay for any transportation services, staffing and contractors, overhead, transportation vehicle availability, or any other related costs during the closure period. In addition, if District is either required to rely on remote learning in lieu of student attendance at the time of commencement of classes or any time during the school year, District shall notify Provider of its service needs, and shall not be charged or required to pay for transportation services, staffing and contractors, overhead, transportation vehicle availability, or any other related costs it does not need or utilize. If District has reduced transportation services needs (due to implementation of a remote learning and in-school instruction or any other reason), District may reduce and modify the schedule, routes and vehicle requirements without charges for services not required or vehicles not utilized. Provider shall only bill for transportation services provided, drivers and staff used, and adjusted actual costs for reduced services. District agrees to furnish notice to Provider of school reopening plans, including phases and any interruptions in reopening schedules, and Provider agrees to furnish transportation services as needed with cost reductions for unused vehicles, changes in routes, frequency or other modifications requested by District for its school(s). Provider agrees to cooperate with District in cost reduction and utilization changes, including but not limited to working with District on partial, phased, or full reopening plans to provide such services as District shall need under those plans.

7. **NATURE OF RELATIONSHIP**

The Parties agree the relationship created by this Agreement is that of independent contractor. In performing the Services, Provider is and shall remain, and perform as, an independent contractor of District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind District in any manner. Except for procedures or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. More specifically, Provider understands and agrees that Provider and its officers, agents, employees, subcontractors, affiliates and representatives are not entitled to any wages, insurance coverages, pension plans or any other benefits offered or conveyed by District to its employees. Provider is responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. No taxes will be withheld from

payments under this agreement and Provider will receive a standard IRS 1099-MISC Form annually during the Term.

8. NON-EXCLUSIVITY.

- a. During the Term hereof, the Provider may, independent of Provider's relationship with District and without being deemed as breaching any duty owed to District, act in any capacity for and render services to any other person or entity.
- b. District may, independent of its relationship with the Provider and without being deemed as breaching any duty owed to the Provider, contract with other individuals and entities to render the same or similar services to District.

9. ASSIGNMENT AND SUBCONTRACTORS. Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of District, which may be withheld by District in its sole and absolute discretion. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of Services herein, subject to the prior written approval of District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for District, in its sole discretion, to terminate the Agreement.

10. TERMINATION OR AMENDMENT. This Agreement may be terminated or amended in writing at any time by mutual written consent of both Parties to this Agreement.

Provider may not terminate this agreement during the Initial Term or any extension term except for non-payment of undisputed invoices. Such termination requires a minimum of sixty (60) days prior written notice to District; provided that, if within thirty (30) days of the date of the notice, District cures the violation by paying the undisputed invoices or notifying Provider of the reason for non-payment and initiating disputed Services negotiation, Provider shall withdraw the notice of termination and Services shall continue in accordance with this Agreement as if the notice of termination had not been given. Provider may not stop providing Services until the termination date specified on the notice and its only remedy upon termination shall be payment for undisputed Services rendered up to the termination date.

District may terminate for any reason or no reason by giving Provider at least thirty (30) days advance written notice. Upon such termination, District will pay Provider for all undisputed Services rendered up to the termination date and such payment shall be the Provider's sole remedy.

The Parties shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God or as otherwise provided in this Agreement. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

11. **NOTICE.** Any notices, demands or request required or permitted to be given under this Agreement (each, a “notice”) shall be by in writing and sent to the party’s authorized representative (with proof of service, mailing or delivery), via (i) personal delivery, (ii) overnight commercial courier, (iii) certified or registered prepaid U.S. mail (return receipt requested), or (iv) electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by (i), (ii), or (iii), above. If notice is sent via U.S. mail, it must be mailed certified or registered mail, return receipt requested, and shall be deemed to have been given on the third (3rd) day following posting. If notice is sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. Notices shall be sent to District and the Provider at the address for mailing indicated on the signature page, unless notice changing the delivery address or the person authorized to receive the notice is given.
12. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. On written notice from District of any breach or failure to do so, Provider shall immediately act to rectify any performance shortfall and conform to the highest industry standards in performance.
13. **ADDITIONAL WORK.** If the Parties, following informal consultations, determine that changes to the Services are needed, such changes shall be processed as follows:
- a. Provider will send District a letter outlining the changes, including a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement and the Scope of Work shall be prepared by District and must be executed by both Parties before any performance of such additional services or District shall not be required to pay for the increased cost incurred for the changes to the Scope of Work.
- Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

14. **COMPLIANCE WITH LAWS; HEALTH AND SAFETY AND OTHER LEGAL REQUIREMENTS**

In the furnishing of the transportation services under this Agreement, Provider agrees to comply with and observe all laws, guidance, policies and regulations applicable to student transportation and the operations of Provider relating to pupil transportation, including applicable provisions of the California Education Code, California Vehicle Code, California Code of Regulations, Federal Code of Regulations and all other applicable laws, rules, regulations, and public health orders as prescribed by the United States Government, State Department of Public Health, County Department of Public Health, State of California and District. Provider will, without additional cost to District, review, follow and implement safety and health measures as part of school closures, reopening or operations planning, including, but not limited to, social distancing, masks, sanitization of buses and vehicles, criminal background check s, vaccination, tuberculosis checks and other student safety laws and requirements. Without limiting the generality of the foregoing, Provider agrees that:

- a. Provider and its officers, agents, employees, and subcontractors shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.
- b. Provider and its officers, agents, employees, and subcontractors shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary including (District check all required licenses, permits, certificates and endorsements):
 - 1) School Bus
 - California Commercial Driver License,
 - School Bus Endorsement,
 - Passenger Endorsement,
 - CDE T-01 Training Verification,
 - Health Certificate.
 - 2) School Pupil Activity Bus (SPAB),
 - California Commercial Driver License,
 - Passenger Endorsement,
 - CDE T-01 Training Verification,
 - Health Certificate.
- c. Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:
 - Hazardous and toxic substances,
 - Hazardous waste,
 - Universal waste.

15. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

17. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or

damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional acts of District or any of its governing board, officers, agents, employees and/or volunteers.

18. INSURANCE. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Student Transportation	\$ 5,000,000	\$ 10,000,000

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider’s insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure, and maintain during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

Student Transportation: \$55,000,000 combined single limit
 Buses and vehicles: \$55,000,000 combined single limit

- c. Workers’ Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers’ Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers’ Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers’ Compensation Insurance and Employers’ Liability insurance for all of the subcontractor’s employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider’s Workers’ Compensation Insurance.

- d. Other Insurance Coverage. Provider shall procure and maintain, during the term of this Agreement, the following Other Insurance Coverage:

	Each Occurrence	Aggregate
Abuse and Molestation	\$ 10,000,000	\$ 25,000,000
Motor Carrier Coverage	5,000,000	10,000,000

- e. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.
- f. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to District.
- g. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for District, and at any other time upon the request of District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with District on or before commencement of the services under this Agreement.
- h. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to District.
- 1) General Liability
 - Student Transportation Services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - California 20 48 10 13
- i. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- j. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by District. Provider shall be responsible to pay that deductible or self-insured retention and District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District

reserves the right to request proof of Provider's financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.

- k. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.
- l. Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the provider for all claims made.
- m. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which District may immediately terminate this Agreement.

19. SAFETY AND SECURITY. Provider shall be responsible for ascertaining from District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Provider must comply with Education Code section 45125.1 regarding fingerprinting requirements.

- a. Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for District under this Agreement.

Provider shall certify in writing to District that neither the Provider nor any of its employees who are required to submit or have their fingerprints submitted to the Department of Justice and who may come in contact with students have been convicted of a felony.

- b. Transportation Providers are required to comply with Education Code section 49406, Tuberculosis Risk Assessment requirements. Provider must cause to be on file with District a certificate from the examining physician showing the Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

20. GOVERNING LAW AND VENUES. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agrees to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.

21. DISPUTE RESOLUTION.

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 22, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the “Rules”). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys’ fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind. The Arbitration shall be completed, and a decision rendered within ninety (90) days of the appointment of an Arbitrator.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. Any document demand and response shall conform to Code of Civil Procedure sections 2031.010 et seq. The deposition notice shall conform to Code of Civil Procedure sections 2025.020 et seq. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025.020 et seq. and 2031.010 et seq.

- 22. ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

- 23. DOCUMENT RETENTION.** After Provider’s services to District conclude, Provider shall, upon District’s request, deliver all documents for all matter in which Provider has provided services to District, along with any property of District in Provider’s possession and/or control.

If District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of District.

24. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
25. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
26. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
27. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
28. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
29. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
30. **PERFORMANCE CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
31. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the

same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

OXNARD SCHOOL DISTRICT

Local Educational Agency

Provider Legal Name

By:

Signature

Signature of Provider Representative

Name

Name

Title

Title

ADDRESS FOR NOTICE

Name/Title (if different from above)

Name/Title (if different from above)

Street/ Suite

Street/ Suite

City, State, Zip Code

City, State, Zip Code

E-mail Address

E-mail Address

Telephone

Telephone

PROVIDER ADDITIONAL INFORMATION.

[This information can be provided separately to the District]

Provider Legal Name

State or Country of Formation

US Tax Identification or Social Security Number

License Number(s) (if applicable)

**STATEMENT OF WORK
2025 OSD TRANSPORTATION SERVICES AGREEMENT**

DESCRIPTION OF WORK:

Contractor will provide (i) home-to-school transportation services for both general and special education students to augment the transportation services provided by District with its own forces; (ii) field trip transportation, as requested by District during the Term; and (iii) extended transportation services for certain non-regular school days, such as Spring Camp, STEM Camp and Special Education extended school year, during the Term. The Contractor shall furnish, operate, and maintain sufficient buses for the transportation of pupils and other persons at such times, dates and places, within or outside the District's boundaries, as may be specified by the District, all in accordance with the terms and provisions of the RFP #24-01 – Pupil Transportation Services, the Addenda, if any, issued by District, the schedules and routes provided by District, and the Contractor's Bid Proposal, dated _____, 2025, which is incorporated into this Agreement to the extent not inconsistent with the other Contract Documents.

WORK SCHEDULE:

SCHEDULE OF FEES

It is agreed that effective July 1, 2025 through June 30, 2026 the rates shall be as stated below:

BUS TYPE AND CAPACITY	FLAT RATE (UP TO 5.75 HR/75 MILES)	RATE PER OVER HOUR	RATE PER OVER MILE
Type A or B (18-20 ambulatory passengers)			
Type C (30-46 ambulatory passengers with minimum 2 wheelchair positions)			
Type D (78-84 ambulatory with undercarriage storage)			

FIELD TRIPS

BUS TYPE A OR B \$ _____ PER HOUR
 BUS TYPE C \$ _____ PER HOUR
 BUS TYPE D \$ _____ PER HOUR

It is agreed that effective July 1, 2026 through June 30, 2027 the rates shall be as stated below:

BUS TYPE AND CAPACITY	FLAT RATE (UP TO 5.75 HR/75 MILES)	RATE PER OVER HOUR	RATE PER OVER MILE
Type A or B (18-20 ambulatory passengers)			
Type C (30-46 ambulatory passengers with minimum 2 wheelchair positions)			
Type D (78-84 ambulatory with undercarriage storage)			

BUS TYPE A OR B \$ _____ PER HOUR
 BUS TYPE C \$ _____ PER HOUR
 BUS TYPE D \$ _____ PER HOUR

IN WITNESS WHEREOF, the parties hereto have executed this Schedule of Rates as of the dates written below.

[PROVIDER LEGAL NAME]

OXNARD SCHOOL DISTRICT

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

**OXNARD SCHOOL DISTRICT
2025 TRANSPORTATION SERVICES AGREEMENT**

**WORKERS' COMPENSATION CERTIFICATE
(Labor Code Section 1861)**

Contractor's Full Legal Name: _____

The undersigned hereby certifies to District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

1. I am a duly authorized representative of Contractor. As such, I have the full power to execute, and I hereby do execute, and deliver this certification on behalf of Contractor.

2. Contractor is aware of the provisions of Labor Code Sections 3700, *et seq.*, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code (including, but not limited to, by securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers) and Contractor represents that it is in compliance with such requirements at the time of execution and delivery to the Transportation Agreement, and that it shall maintain such compliance throughout the Term of the Agreement, including any extensions agreed to by District and Contractor.

Signature: _____
Print Name: _____
Title: _____
Date: _____

**OXNARD SCHOOL DISTRICT
2025 TRANSPORTATION SERVICES AGREEMENT**

CRIMINAL BACKGROUND CHECK / FINGERPRINTING CERTIFICATE

Contractor's Full Legal Name: _____

The undersigned does hereby certify to the governing board of District as follows:

- I am a duly authorized representative of the above named Contractor in connection with the above named contract with District;
- I am familiar with the facts herein certified; and
- I am authorized and qualified to execute this certificate on behalf of Contractor.

On behalf of Contractor, the undersigned represents that Contractor certifies that it has complied with the fingerprinting requirements of Education Code Section 45125.1 with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1.

A complete and accurate list of Contractor's employees and of any of its subcontractors employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and

Contractor is aware, and agrees, that Contractor's failure to comply with this Certification for the entire term of the Contract may result in immediate termination of the Contract for cause.

Signature: _____

Print Name: _____

Title: _____

Date: _____

**OXNARD SCHOOL DISTRICT
2025 TRANSPORTATION SERVICES AGREEMENT**

DRUG-FREE WORKPLACE CERTIFICATION

Contractor's Full Legal Name: _____

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

District is not a "state agency" as defined in the applicable section(s) of the Government Code, but District is a local agency under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free and alcohol-free workplace by doing all of the following:

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

I, the undersigned, as a duly authorized representative of Contractor, represent that Contractor is in compliance with, or that prior to, and during the Term of the Contract, Contractor shall be in compliance with the requirements of Government Code Section 8355. I understand that if District determines that I have made a false certification herein, the Contract awarded is subject to termination, suspension of payments, or both. I further represent that Contractor understands that, should it violate the terms of the Act, Contractor and I personally may be subject to debarment in accordance with the requirements of the Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Signature: _____

Print Name: _____

Title: _____

Date: _____

END OF DOCUMENT AND END OF RFP