REQUEST FOR PROPOSALS
Fiscal Year 2024-2025

Transportation
Services

RFP#2503 BPSD-Transportation Services-02212025

Buena Park School District

6885 Orangethorpe Avenue

Buena Park, CA 90620

www.bpsd.us

RFP Timeline

Event	Date
RFP Advertisement Dates	Feb. 21 & Feb. 28, 2025
RFP Posted and Available on Website	Feb. 21, 2025
Deadline for Submittal of Request for Information (RFI)	Mar. 10, 2025 by 4:00 pm
Final Addendum Issued and Posted on Website (72 hours)	Mar. 13, 2025
RFP Submission Due Date	March 17, 2025 by 4:00 pm
Notification to Proposers of Results	March 25, 2025
Board Approval	April 14, 2025

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the Buena Park School District in California, acting by and through its Governing Board, will receive up to, but no later than, 4:00 pm PST, March 17, 2025, sealed proposals for:

Transportation Services for Special Education Students
RFP#2503 BPSD-Transportation Services-02212025

The proposal must be submitted to the Buena Park School District, 6885 Orangethorpe Ave. CA, 90620 - ATTN: Karina Mesa, Contract Specialist, by mail-in or drop-off no later than **4:00 pm on, March 17, 2025**, at which time the District will publicly open proposals. Proposals will not be read at the time of receipt. The District will go through the review process and post results as noted in the bid document. It is the sole responsibility of the Proposer to ensure responses are received at the proper time and location.

Proposals shall be presented in accordance with the specifications. Proposal specifications may be obtained on the district's website at: www.bpsd.us

Any questions regarding this notice should be directed to Karina Mesa, Contract Specialist, karmesa@bpsd.us. Questions must be submitted no later than **4:00 p.m. on March 10, 2025.**

The Governing Board reserves the right to reject any and all proposals and any and all items of such proposals. This RFP shall also be subject to any and all applicable laws, regulations and standards.

Governing Board of the BUENA PARK SCHOOL DISTRICT

Publication: Buena Park Independent: Feb. 21, 2025 & Feb. 28, 2025

PROGRAM OVERVIEW

Introduction and Background

The Buena Park School District (BPSD) serves approximately 3,757 diverse students in grades PK–8 across five elementary schools, two middle schools, and preschool programs at the Buena Park Learning Center. Located in Buena Park, Fullerton, La Mirada, Anaheim, and La Palma, the district is dedicated to its mission to "Inspire and Ignite all students to pursue high achievement; empowering them to follow their passions."

The purpose of this Request for Proposal (RFP) is to secure a qualified transportation provider to deliver reliable and safe transportation services for students that the Buena Park School District's transportation services are unable to accommodate. This includes but is not limited to, students residing outside district boundaries and students with or without disabilities requiring specialized transportation to ensure equitable access to educational programs. The selected provider must adhere to all safety and accessibility standards while demonstrating flexibility to meet the district's diverse and evolving transportation needs.

SCOPE OF SERVICES

The contractor will be responsible for providing student transportation services for students traveling from their homes to alternative school locations outside the BPSD schools, as well as for students living outside the district boundaries who need to be transported to BPSD schools. This transportation may involve students with disabilities, including but not limited to cognitive, behavioral, physical, and speech disabilities, which could require specialized equipment. The contractor will supply the district with appropriately licensed and permitted vehicles, such as sedans and minivans, as well as the necessary administrative and support staff, along with special equipment like wheelchair lifts and other supplies to meet the students' needs. The district will provide the contractor with a list of students to be transported, including their pick-up addresses, phone numbers, school attendance, and bell schedules for the regular academic year, on an as-needed basis.

AGREEMENT

The contract term is beginning April 2025 through June 2026. The District retains the right to renew this agreement for up to an additional five (5) years in accordance with EC 39803 and approval of the Governing Board. Any anticipated changes to service

levels, including adjustments in transportation requirements or service modifications, will be discussed and agreed upon in advance by both parties, ensuring that the contractor can accommodate the district's evolving needs during the contract term and any subsequent renewals.

Renewal of contract will be based on the identical terms of this RFP and executed agreement. Rate changes must be submitted prior to the expiration of the original term and any additional term thereafter.

SERVICE REQUIREMENTS:

ROUTES: Based on the need for the service, the contractor will provide the route which cannot be more than one (1) hour each way of the trip unless authorized by the District.

SAFETY REQUIREMENTS: The Contractor shall adhere to the safety guidelines outlined in Exhibit A of this RFP.

TECHNOLOGY: The contractor will provide a system for tracking, communication, or reporting to the district and/or parent/guardian (e.g., GPS tracking, student ridership reports).

WORKING HOURS

Services are to be provided before, during, or after the regular school day or on days when school is not in session.

The service provider will be called on an as-needed basis with no guarantee for a specific number of students. Student transportation needs will be assigned through the IEP process and duration of need may vary for each individual student.

PROPOSAL SUBMISSION GUIDELINES

The proposal must be submitted to the **Buena Park School District, 6885 Orangethorpe Ave. CA, 90620 - ATTN: Karina Mesa, Contract Specialist, by mail-in or drop-off no later than 4:00 pm on Mar. 17, 2025.** Proposals received after the proposal’s due date and time will not be considered and will be returned to the Contractor unopened.

The narrative portion of the application, exclusive of the budget, daily program schedule, and relevant attachments, should not exceed fifteen (15) typed pages, double-spaced with a twelve-point (12pt.) typeface.

REQUIRED DOCUMENTS

This Request for Proposal, together with exhibits A-H and any attachments referenced herein, shall constitute the entire and complete agreement between the parties.

Company history and experience: Provide a summary of the Contractor's experience in delivering similar services. Make every attempt to match experience to the specific requirements listed in this RFP to illustrate specific experiences that qualify the Contractor to deliver the services. Indicate how many years the Contractor has been active in this field and the Contractor's capacity for delivering the proposed services.

References from school districts or other student-related organizations: Using Exhibit C, provide at least three (3) current references to whom the Contractor has provided services like those outlined in this RFP (with preference given to clients comparable to a school district) and, for each such reference, include the business name, the identification of a contact person, the title of the contact person, a telephone number, and an email address. Identify the types of services provided to each individual/organization and the dates of service.

Proof of insurance: All contract documents will be executed by the successful Contractor and returned within five (5) working days after being notified and accompanied by the Certificate of Insurance including the necessary endorsement and Workers' Compensation coverage.

Certifications (e.g., driver background checks, vehicle safety compliance): All drivers are to be fully certified with all necessary licenses and credentials and have CPR, First Aid, Mandated Reporter, and Non-Violent Crisis Intervention Training issued by an authorized agency. Documentation of such certifications must be provided to the district within 10 days of the award.

COST PROPOSAL (must include the following):

Pricing Structure: Please provide detailed pricing for each service component, including cost per route and mile, as well as for special needs transportation, covering both staff and any required equipment.

Additional Costs: Please provide clarification on any additional costs, such as late fees, special requests, or charges for additional services that may not be included in the standard pricing.

Payment Terms: The expected payment terms for services will be on a monthly billing basis, with invoices submitted at the end of each month for the services provided during that period.

SUBMISSION INSTRUCTIONS

Contractors must submit one (1) hard copy of the proposal, along with Exhibit C, as part of the proposal, within a sealed envelope clearly marked as follows: **Buena Park School District; Transportation Services; RFP#2503 BPSD-Transportation Services-02212025 Attn: Karina Mesa, 6885 Orangethorpe Avenue, Buena Park, CA 90620.**

The signed documents will be required when the awardee is selected and board approved. No signature is required at the time of the proposal submission.

EVALUATION CRITERIA

The proposals will be evaluated by a review and selection committee made up of District staff. The District reserves the right to add, remove, modify, or establish additional evaluation points for each criterion. Based on the content of the proposals, the District shall consider the following criteria during the evaluation process:

Evaluation Criteria	**Points**
Cost	30
Completeness of Response	15
Training and Safety Program	30
Experience, Qualifications and References	25
Total Possible Points	**100**

The District reserves the right to add, remove, modify, or establish additional evaluation points for each criterion. If the District determines that additional evaluation steps are required to make a selection(s), the District reserves the right to consider additional criteria. The District also reserves the right to make an award without discussion with any Proposer after proposals are received.

NOTIFICATION PROCESS

The District will evaluate and notify awardees no later than **March 25, 2025.**

QUESTIONS AND CLARIFICATIONS

BPSD will record and provide answers to questions or requests for clarifying information about this RFP. Any questions regarding this Request for Proposals (RFP) should be directed in writing, via email, no later than 4:00 p.m. on March 10, 2025, to the following:

Contract Specialist, Karina Mesa, karmesa@bpsd.us

Only written questions with “Transportation Services” in the subject line will be accepted. Questions will not be answered over the phone.

The question deadline is listed in the RFP. After this deadline, BPSD will not answer, address, and/or review any questions interested Contractors might submit. Responses to all questions received prior to the deadline will be provided to all Contractors via an addendum posted on the district’s website www.bpsd.us no later than 4:00 p.m. on March 13, 2025.

EXHIBIT A
TRANSPORTATION AND SAFETY REQUIREMENTS

Requirements of a driver in a vehicle with a maximum capacity of 10 or fewer:

1. Hold a valid California driver's license for the appropriate class of vehicle.
2. Be at least 18 years of age.
3. Pass a criminal background check, including fingerprint clearance consistent with Section 45125 for employees and Section 45125.1 for all other compensated drivers.

4. Have a satisfactory driving record that includes none of the following:
   A. Within three years, has committed any violation that results in a conviction assigned a violation point count of two or more, as defined in Sections 12810 and 12810.5 of the Vehicle Code.
   B. Within three years, has had their driving privilege suspended, revoked, or on probation for any reason involving the unsafe operation of a motor vehicle.
   C. Has been determined by the Department of Motor Vehicles to be a negligent or incompetent operator.

5. Not have demonstrated irrational behavior to the extent that a reasonable and prudent person would have reasonable cause to believe that the driver's ability to perform the duties of a driver may be impaired.

6. Not have been convicted of an offense listed in paragraph (1) of subdivision (a) of Section 13370 of the Vehicle Code, paragraph (5) of subdivision (a) of Section 13370 of the Vehicle Code, or subdivision (b) of Section 13370 of the Vehicle Code.

7. Provide their employer or the private entity contracting with the local educational agency a report showing the driver's current public record as recorded by the Department of Motor Vehicles and participate in the Department of Motor Vehicles' pull-notice system.

8. Be subjected to and comply with drug and alcohol testing consistent with Section 34520.3 of the Vehicle Code, subject to the cannabis discrimination limitations described in Section 12954 of the Government Code.

9. (9) (A) Complete a medical examination not more than two years prior to the driver performing pupil transportation by a physician licensed to practice medicine, a licensed advanced practice registered nurse qualified to perform a medical examination, a licensed physician assistant, or a licensed doctor of chiropractic listed on the most current National Registry of Certified Medical Examiners, as adopted by the United

States Department of Transportation. The driver shall provide a copy of the Medical Examiner's Certificate, Form MCSA-5876, or the medical examiner's certificate of clearance to their employer or the private entity contracting with the local educational agency. Neither the driver nor the medical examiner need to submit this examination result to the Department of Motor Vehicles.

(B) The driver shall complete a medical examination pursuant to this paragraph every two years after the initial examination and provide a copy of the Medical Examiner's Certificate, Form MCSA-5876, or the medical examiner's certificate of clearance to their employer or the private entity contracting with the local educational agency.

(C) Within the same month of reaching 65 years of age and each 12th month thereafter, the driver shall undergo a medical examination pursuant to this paragraph and provide a copy of the Medical Examiner's Certificate, Form MCSA-5876, or the medical examiner's certificate of clearance to their employer or the private entity contracting with the local educational agency.

10. Submit and clear a tuberculosis risk assessment consistent with Section 49406.

11. Not drive for more than 10 hours within a work period, or after the end of the 16th hour after coming on duty following eight consecutive hours off duty.

12. Complete initial training and subsequent required training sufficient to gain proficiency in all of the following:

A. Pretrip vehicle inspections.
B. Safe loading and unloading of passengers.
C. Proper use of seatbelts and child safety restraints.
D. Handling accidents, incidents, and emergency situations.
E. Providing proper accommodations for pupils with disabilities.
F. Defensive driving.
G. Operations in inclement weather.
H. Operations at night or under impaired visibility conditions.

13. Maintain a daily log sheet and complete the daily pre trip inspection of the vehicle being driven that day, which shall include all of the following:

A. A check of the operability of all lights, initialed by the driver before the vehicle is first driven in service that day.
B. A check for fluid leaks, initialed by the driver before the vehicle is first driven in service that day.

C. A check for the operability of the brakes, initialed by the driver before the vehicle is driven in service that day.

14. Complete training at least equivalent to the American Red Cross first aid training program, or hold a valid and current first aid certificate issued by the American Red Cross or by an organization whose first aid training program is at least equivalent to the American Red Cross' first aid training program, as determined by the Emergency Medical Services Authority.

A. For vehicles with a maximum capacity of eight or fewer passengers, excluding the driver, only street-legal coupes, sedans, or light-duty vehicles, including vans, minivans, sport utility vehicles, and pickup trucks, shall be used for pupil transportation.

B. Nothing in this article shall limit any additional safety or training requirements that may be imposed by the Public Utilities Commission, a local educational agency, or any government agency.

Requirements of a driver in a vehicle with a maximum capacity of 10 or more:

Pursuant to EC Section 39878 , the following are the requirements for a driver who provides transportation to 10 or more passengers:

a. Hold a valid California commercial driver's license for the appropriate class of vehicle, endorsed for passenger transportation pursuant to Section 15278 of the Vehicle Code.

b. Comply with paragraphs (2) to (14), inclusive, of subdivision (a) of Section 39877 if they are not already required to by law.

c. This article shall not reduce other legal requirements placed on any driver who provides transportation services for pupils in a vehicle with a capacity of more than 10 persons, including, but not limited to, a driver of a school bus or school pupil activity bus.

All Vehicles:

1. Pursuant to EC 39879(c)(2), any vehicle used to provide pupil transportation shall be equipped with a fire extinguisher. Pursuant to 13 CCR 1242, every motor vehicle or combination of vehicles (except those otherwise specified) shall be equipped with one fully charged fire extinguisher having at least a 4B:C rating.

2. Pursuant to *EC* 39879(c)(2), any vehicle used to provide pupil transportation shall be equipped with a first aid kit. The size of the first aid kit is at the discretion of the employer except for School bus, Youth Bus, Farm Labor Vehicles and General Public Paratransit Vehicle (GPPV), the requirements are listed in the *California Code of Regulations*, Title 13 *(*13 *CCR),* 1243.

EXHIBIT B
INDEPENDENT CONTRACT AGREEMENT

This Agreement is entered into between the Buena Park School District, 6885 Orangethorpe Avenue, Buena Park, California 90620 ("District"), and the _____, ("Provider").

WHEREAS, District is in need of Transportation Services; and

WHEREAS, the Board of Education ("Board") of the District desires to contract with Provider to provide the aforementioned Services and Provider desires to render the Services pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Provider. Contractor shall be responsible for providing student transportation services to and from their residences to the school and back to their residences each school day as detailed in the Request for Proposal.

2. Term. This agreement shall commence providing Services under this Agreement on April 11, 2025 and will diligently perform as required and complete performance by April 10, 2026.

The District retains the right to renew this agreement for up to an additional five (5) years in accordance with EC 39803 and approval of the Governing Board. Renewal of the contract will be based on the identical terms of this RFP and executed agreement. Rate changes must be submitted 60 days prior to the expiration of the original term and any additional term thereafter.

3. Compensation. District shall pay the Provider for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____. District shall pay the Provider according to the following terms and conditions: The expected payment terms for services will be on a monthly billing basis, with invoices submitted at the end of each month for the services provided during that period.

4. Contract Documents. This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

References
Non-Collusion Declaration
Certification of Primary Participant Regarding Debarment, Suspension and Other Responsibility Matters

Certification of Proposal
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
Contractor's Certification Regarding Background Checks

5. Invoicing. District will make no payment until this Contract is fully executed by the authorized representatives of both parties.

Contractor shall submit invoices to the District on a monthly basis upon completion of the service/work. Following the completion and acceptance of the work, and upon invoice approval in accordance with the Terms and Conditions of this Contract, the District shall process payments within 30 days. All invoices should be submitted to Purchasing@bpsd.us.

INVOICES MUST INCLUDE:

- Invoice Date
- Contract number
- Purchase Order Number
- Dates of service
- Detailed description of service
- Payment rate
- Total payment due
- Remit to Address
- Contractor Name
- Contact Information

6. Expenses. Provider shall be responsible for any costs or expenses paid or incurred by Provider in performing the Services for District.

7. Cost Adjustments. Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to District any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. District alone reserves the right to reject any changes to this Contract it deems unacceptable.

8. Independent Contractor. Provider, in the performance of the Services pursuant to this Agreement, shall be and act as an independent contractor. Provider understands and agrees that Provider and all of Provider's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State

Unemployment Compensation or Workers' Compensation. Provider assumes the full responsibility for the acts and/or omissions of the Provider's employees or agents as they relate to the Services to be provided under this Agreement. Provider shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Provider's employees.

9. Subcontracts and Assignment. Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on District.

10. Nonperformance. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other Contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

11. Work Performed on District Property. Contractor shall comply with the following:

a. Identification: When performing work, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor.

b. Sign-in Required: As required by schools and other District locations, each day Contractor's employees are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag or to wear photo identification (ID) that is acceptable to District. Contractor's employees must always display this tag or ID on their person while on District property.

c. No Smoking: All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.

d. No Drugs: All District properties are drug-free zones.

e. No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.

12. Safety, Security, and Environmental Compliance. Contractor shall ensure that its drivers have received the appropriate training, including, but not limited to, classroom and behind-the-wheel instruction, student loading/unloading procedures, student evacuation, student behavior and security management, and emergency medical procedures, and have undergone thorough background checks. All Contractor drivers are required to participate in random drug and alcohol testing, undergo frequent driving record checks, regular driving skills checks, and pass periodic medical exams as set forth by the California Highway Patrol and Department of Transportation.

With respect to fleet maintenance, Contractor mechanics or mechanics working on behalf of Contractor shall maintain all vehicles to the highest safety and service standards according to the regulations set forth by the California Highway Patrol and Department of Transportation. This includes, but is not limited to, daily visual inspections, vehicle safety inspection and service every 45 days, and regular terminal inspections by the CHP. Mechanics are also required to participate in bus driver safety trainings. The Contractor also shall ensure that its busses are equipped with compliant, emissions reduction technology.

13. Materials. Provider shall furnish, at Provider's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. Provider's Services will be performed in accordance with generally and currently accepted principles and practices of Provider's profession.

14. Originality of Services/Intellectual Property. Provider agrees that all ideas, technologies, formulae, procedures, processes and methods prepared for and submitted by Provider to the District in connection with the Services set forth in this Agreement, shall be wholly original to Provider and shall not be copied in whole or in part from any other source, except that submitted to Provider by District as a basis for such Services. Provider further agrees that all materials and writings in whatever form prepared for, written for, or otherwise submitted by Provider as part of the Services to the District and/or used in connection with the Services set forth in this Agreement ("Content"), reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Provider without District's express written permission. Provider understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Provider acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

15. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Provider only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Provider. Notice shall be deemed given when received by the Provider or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Provider; or (b) any act by Provider exposing the District to liability to others for personal injury or property damage; or (c) Provider is adjudged a bankrupt, Provider makes a general assignment for the benefit of creditors or a receiver is appointed on account of Provider's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another contractor. If the cost to the District to secure the required Services from another contractor exceeds the cost of providing the Services pursuant to this Agreement, the excess cost shall be charges to and collected from the Provider. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the Provider, or no later than three (3) days after the day of mailing, whichever is sooner.

16. Hold Harmless. Provider agrees to and does hereby indemnify, hold harmless and defend the District and its Governing Board, officers, employees and

agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Provider or any person, firm or corporation employed by the Provider, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Provider, or any person, firm or corporation employed by the Provider, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

17. Insurance. Provider shall insure Provider's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Provider's ability to adhere to the indemnification requirements under this Agreement.

17.1 Provider shall, at Provider's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A-VIII, or better, rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Provider's fulfillment of the obligations under this Agreement:

(a) Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1) Each Occurrence $2,000,000

(2) Products Completed Operations	$1,000,000
(3) Personal and Advertising Injury	$1,000,000
(4) General Aggregate (Not Applicable to the Comprehensive Form)	$4,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least $3,000,000 for each occurrence.

(b) Auto Liability Insurance. To the extent vehicles, other than buses, are used by the Provider to transport students from school sites, such vehicles shall have liability coverage of not less than $1,000,000 million per occurrence combined single limit.

If Provider uses buses to transport students, minimum limits of liability shall be $10,000,000 combined single limit per occurrence.

(c) Professional Liability Insurance with a limit of $2,000,000 per occurrence, if applicable.

(d) Workers' Compensation and Employers Liability Insurance in a form and amount covering Provider's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

Part A - Statutory Limits for Provider
Part B - $1,000,000/$1,000,000/$1,000,000 Employers' Liability

(e) Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits:

$2,000,000 per occurrence

It should be expressly understood, however, that the coverages and limits referred to under (a), (b) and (c) above shall not in any way limit the liability of the Provider.

17.2 No later than thirty (30) days from execution of this Agreement by the District and Provider, and prior to commencing the Services under this Agreement, Provider shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Provider shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required

insurance. The certificates of insurance providing the coverages referred to in clauses (a) and (b) above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating, “Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.” Failure to maintain the above-mentioned insurance coverages shall be cause for termination of this Agreement.

18. Assignment. The obligations of the Provider pursuant to this Agreement shall not be assigned by the Provider.

19. Compliance with Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District’s general right of inspection to secure the satisfactory completion thereof. Provider agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Provider, Provider’s business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

19.1. Fingerprinting. Education Code section 45125.1 requires that employees of a contractor under contract with a school district shall ensure that such employees who interact with students outside of the immediate supervision and control of the student’s parent or guardian or a school district employee must be fingerprinted by the California Department of Justice for a criminal records summary. If a criminal records summary is required, the Provider expressly agrees that Provider and all of Provider’s current and subsequent employees will submit or have submitted fingerprints in a manner required by the California Department of Justice, as set forth in Education Code section 45125.1. Provider and/or Provider’s current and subsequent employees shall not come in contact with students until the California Department of Justice has ascertained that the Provider and/or Provider’s employees have not been convicted of a violent felony as defined in Penal Code section 667.5(c) or a serious felony as defined in Penal Code section 1192.7(c). Provider shall certify in writing Provider’s compliance with Education Code section 45125.1 to the Governing Board of the District. Provider’s certification shall be signed by Provider under penalty of perjury under the laws of the State of California, and submitted to the District representative executing this Agreement. Provider shall fulfill these requirements at its own expense. The District may require the Provider and its current and subsequent employees to submit to additional criminal records checks at the District’s sole and absolute discretion.

19.2. Tuberculosis Testing. Provider and/or Provider’s current and subsequent employees providing Services to the District agree to undergo tuberculosis

screening and to submit written verification of negative results for tuberculosis, if required by the District, prior to commencing Services pursuant to this Agreement.

20. Confidentiality. Contractor hereby acknowledges that certain records and information maintained by the District, or by Contractor on behalf of the District, are protected by law and shall not be released to third parties without express authorization from the District. Such records include, but are not limited to, student records (i.e., any item of information relating to an identifiable student) and personnel records. In addition, all ideas, memoranda, plans, strategies, and documents shared with Contractor by District in connection with the performance of this Contract, not generally known to the public, shall be held confidential by Contractor. Contractor agrees that information acquired by Contractor during meetings with the District's administrative team, or during closed session Board discussions are deemed confidential and, except to the extent required by law, shall not be shared with third parties without express authorization from the District.

21. Permits/Licenses. Provider and all Provider's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

22. Force Majeure. Neither party will be liable for damages for any delay in performance or nonperformance caused by acts of God such as, but not limited to, earthquakes, severe weather conditions such as tornadoes, floods, hurricanes, or other natural disasters, war, riots, terrorism, civil commotions, acts of public enemy, acts of civil or military authority, fire, explosion, epidemics or pandemics, or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency, or any other similar causes beyond the reasonable control of the party obligated to perform under this Agreement. Performance by that party for a period equal to the period of that delay in performance or nonperformance is excused, provided the party seeking the excuse gives written notice detailing the force majeure event and its good faith efforts to perform the Agreement. In addition, either party may terminate this Agreement if the delay in performance or non-performance exceeds thirty (30) calendar days.

23. Entire Agreement/Amendment. This Agreement, the Request for Proposal documents, and any exhibits attached hereto constitute the entire Agreement between the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

24. Nondiscrimination. Provider agrees that Provider will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws.

25. Non-Waiver. The failure of District or Provider to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

District:	Provider:
Buena Park School District 6885 Orangethorpe Avenue Buena Park, CA 90620 Attn: Sandra Poteet_____	Attn:_____

27. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

28. Attorney Fees/Costs. If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.

29. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

30. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until the parties have signed it.

31. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The District and PROVIDER understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

32. Entire Agreement. When signed by both parties, this Contract along with the RFP and any attached exhibits is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

33. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

This Agreement is entered into this ____ day of _____, 2025.

Buena Park School District

By: _____	By: _____
Signature	Signature
Sandra Poteet_____	_____
Typed Name	Typed Name
Chief Financial Officer_____	_____
Title	Title
	_____
	Taxpayer Identification Number

NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL RECORDS SUMMARY (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

The entity shall <u>not</u> permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.

<u>CERTIFICATION BY CONTRACTOR</u>

To the Governing Board of Buena Park School District:

I, _____ am the _____, and I am authorized to execute this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.

2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of my employees who will be performing services for the District. If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____.
Date

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Contractor

_____
Address

_____
Telephone Number

EXHIBIT C
REFERENCES, EXPERIENCE, AND EXPERTISE

School District _____
Contact Person _____
Contact Person Title _____
Telephone Number _____
Email Address _____
Services Provided _____
_____
_____

School District _____
Contact Person _____
Contact Person Title _____
Telephone Number _____
Email Address _____
Services Provided _____
_____
_____

School District _____
Contact Person _____
Contact Person Title _____
Telephone Number _____
Email Address _____
Services Provided _____
_____
_____

EXHIBIT D
NON-COLLUSION DECLARATION

Public Contract Code Section 7106 requires Contractors to submit an affidavit or non-collusion with their proposals. This form must be signed and dated by the respondent under penalty of perjury.

The undersigned declares: I am the

_____ of _____
Title Name of Company

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 non-collusive or sham. The Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham bid. The Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Contractor.

All statements contained in the bid are true. The Contractor has not, directly or indirectly, submitted his or her bid price of 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 Contractor 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 Contractor.

I am authorized to make this affidavit on behalf of any undisclosed person, partnership, company, association, organization, corporation and its owners, shareholders, principals, directors, and officers. I am the person responsible in my company for the price(s) and the amount of this RFP response.

In addition, I hereby certify that:

1. The price(s) and amount(s) of this RFP response have been arrived at independently and without consultation, communication, or agreement with any other Contractor.

2. Neither the price(s) nor the amount(s) of this RFP response, and neither the approximate price(s) nor approximate amount(s) of this RFP response, have been disclosed to any other company or person who is a Contractor or potential Contractor, and the price(s) and/or amount(s) will not be disclosed before RFP response opening.

3. No attempt has been made or will be made to induce any other company or person to refrain from RFP responding on this contract, or to refrain from submitting an RFP response higher than this RFP response, or to submit any intentionally high or noncompetitive RFP response or other form of complementary or bogus RFP response.

4. The RFP response of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other company or persons to submit an intentionally high or noncompetitive RFP response or other form of complementary or bogus RFP response.

5. _____ (Name of Company) its affiliates, subsidiaries, shareholders, principals, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to RFP response ding on any public contract, except as follows:

_____

_____

I further certify that _____ understands,
(Name of Contractor)
acknowledges, and agrees that the above representations are material and important and will be materially relied upon by Buena Park School District in awarding the contract(s) for which this RFP response is submitted. I understand and agree, and my company understands and agrees that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Buena Park School District of the true facts relating to the submission of RFP responses for this contract.

Information Above Completed By (Signature):

Name: _____

Position: _____

Note: Notarization of signature is required.

STATE OF _____)
) ss
COUNTY OF _____)

On this _ day of _____, 2024, before me, a Notary Public, the undersigned officer, personally appeared _____, the _____ of _____., a _____ , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained as the _____ of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____

Notary Public
MY COMMISSION EXPIRES: _____

EXHIBIT E
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The _____ of _____
(Title) (Contractor/Business Name)

Certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this proposal had one (1) or more public transactions (federal, state or local) terminated for cause or default.

If unable to certify to any of the statements in this certification, the participant shall attach an expiration to this certification.

I HEREBY CERTIFY OR AFFIRM THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Submitted by: _____

Contractor's Name: _____

Authorized Signature: _____

Name and Title: _____

Telephone: _____

Date: _____

EXHIBIT F
CERTIFICATION OF PROPOSAL

I (We) have read the Buena Park School District ("BPSD") on behalf of BPSD's Request for Proposal ("RFP") and fully understand its intent. I (We) certify that I (we) have adequate personnel and resources to fulfill the proposal requirements. I (We) further understand that our ability to meet the criteria and provide the required services shall be judged solely by BPSD.

I (We) further certify that, since the receipt of this RFP, no contact, discussion, or negotiation has been made nor will be made regarding this proposal, with any BPSD employee or Board Member other than the listed contacts in the RFP. I (We) understand that any such contact could disqualify this proposal.

I (We) certify that all schedules and addenda contained herein shall be considered part of the entire RFP and that the complete documents submitted shall be considered a legally binding document.

Submitted by: _____

Contractor's Name: _____

Authorized Signature: _____

Name and Title: _____

Telephone: _____

Date: _____

EXHIBIT G
CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful Contractors pursuant to the requirements mandated by Government Code Sections 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 performing 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.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all 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 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;
   4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the district determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of

Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections 8350 et. seq.

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

Submitted by: _____

Contractor's Name: _____

Authorized Signature: _____

Name and Title: _____

Telephone: _____

Date: _____

EXHIBIT H

CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The CONTRACTOR agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco- Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The CONTRACTOR shall procure signs stating, "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently always displayed in all entrances to school property.

Submitted by: _____

Contractor’s Name: _____

Authorized Signature: _____

Name and Title: _____

Telephone: _____

Date: _____