

West Contra Costa Unified School District
Purchasing Department
1400 Marina Way South
Richmond, CA 94804



**REQUEST FOR PROPOSALS (“RFP”) FOR
PUPIL TRANSPORTATION SERVICES
THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
RFP # 2526-01**

October 2025

The West Contra Costa Unified School District (“District”) is requesting submission of statements of proposals (“Proposals”) from qualified persons, firms, partnerships corporations, associations or professional organizations (“Firm(s)”) for Pupil Transportation Services (“Services”) for general education students, and day trips, as further described herein.

Firms that intend to submit a Proposal must be insured and appropriately licensed.

Interested Firms are invited to submit a Proposal as described below, with one (1) original and two (2) copies of requested materials to:

**West Contra Costa Unified School District
Purchasing Department
1400 Marina Way South
Richmond, CA 94804**

Questions regarding this RFP must be emailed to contractinfo@wccusd.net attention Jeff Carter, Executive Director Business Services at on or before **Monday, November 3, 2025**. The District will respond to questions presented via addenda to this Request for Proposal.

All Proposals must be received on or before Monday November 17, 2025 no later than 2:00 p.m.

Proposals must be signed manually by authorized bidder or company representative and submitted only in sealed envelopes; facsimile and electronic transmissions are not permitted. Late responses will not be accepted. Proposals will be opened immediately after they are due.

Thank you for your interest in working with the West Contra Costa Unified School District

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SECTION 1 - GENERAL INVITATION

PURPOSE

The West Contra Costa Unified School District (hereafter, “WCCUSD”, or “District”), is accepting proposals from qualified individuals, firms, partnerships, and corporations having specific experience in the area(s) identified in this Request for Proposal.

OBJECTIVE

The objective is to enter into a three and a half (3 ½) year contract with the selected contractor or contractors to provide transportation services for the District’s general education students participating in Expanded Learning Programming and for all students participating in day trip activities.

EXISTING ENVIRONMENT

During the last five (5) years, the District received contracted services from three (3+) transportation companies to provide supplemental transportation services for after school programs for district pupils in accordance with California Education Code Sections 1270, 39801 and 39802. From September 8, 2025 to December 19, 2025 two (2) transportation agencies have been providing this service.

The District entered into an agreement with these companies to provide and administer transportation services for expanded learning students referred by the District. In addition, transportation was also administered for other pupils participating in extra-curricular activities (which includes, but not limited to, athletic events, music trips, field trips, and other transportation deemed to be necessary by the District in its sole discretion).

Currently, all pupils transported are ambulatory.

The District pays for these administrative and transportation services on a monthly basis.

METHOD OF SOURCE SELECTION

Public Contract Code 20111

The District must obtain approval from the West Contra Costa Unified School District Board of Education to enter into a contract or agreement with the vendor for this project. The anticipated contract award date is December 22, 2025

REPRESENTATIONS

No representations or guarantees of any kind, made orally, expressed or implied, are made with regard to the matters contained in this document, including any attachments, letters of transmittal, or any other related documents.

Vendors must rely solely on its own independent assessment as the basis for the submission of any offer made.

VENUE

Any contract(s) resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Contra Costa County, California.

INCURRING COSTS

The West Contra Costa Unified School District is not liable for any cost incurred by vendors in responding to this Request for Proposal.

DEADLINE

Each bid must be sealed, marked with the RFP #2526-01 and titled “RFP for Pupil Transportation Services” and returned no later than: 2:00 p.m. (Pacific Time) and no minutes, no seconds on November 17, 2025.

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

No bidder may withdraw its bid for a period of ninety (90) calendar days after the date set for the receipt of bids.

The District reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any irregularities or informalities in the bid or in the bidding process

REQUESTS FOR INFORMATION

Requests for Information regarding this RFP must be submitted in writing to the District and submitted via email to contractinfo@wccusd.net. The deadline for submitting RFIs shall be 10/30/2025. The District shall respond to all RFIs by 11/3/2025. Copies of the RFI and the District’s response shall be Provided to all parties or posted on District website.

TRANSPORTATION DATA

Enclosed with the RFP documents is a collection of data summarizing anticipated transportation needs during the current 2025-2026 school year. This information is provided to assist bidders in formulating their proposals. The District cautions however, the information is approximate. Although the District is providing this information in good faith, the District makes no warranty or representation of its accuracy, and the District does not intend to rely solely on the accuracy the information in submitting the Proposal.

PROTEST PROCEDURES

Any bid protest by any bidder regarding any other proposal must be submitted in writing within five (5) working days after receipt of notification of the contract award.

END OF SECTION 1

SECTION 2 – OVERVIEW

INTRODUCTION

In accordance with Education Code Section 39800, et seq., WCCUSD seeks to enter into a three and a half (3 ½) year contract with qualified Contractors who will furnish the required number of certified/permitted vehicles, drivers, administrative staff, facilities, special equipment and supplies to transport general education pupils to school sites and programs within Contra Costa County and surrounding areas. Final transportation rates will be negotiated with the successful contractor(s).

BACKGROUND

West Contra Costa is one of the largest school districts in the state of California, with 54 school sites. The District's statistics for ethnic/racial diversity, average class size, test scores, numbers of Limited English Proficient (LEP) students and the primary languages they represent, mirror those for the State of California as a whole.

The existing K- 12 student population is around 26,500 students and the Adult Education Program has around 10,000 students.

FULL/PART TIME EMPLOYEES

1,602 certificated (teachers, librarians, psychologists, etc.) 1,539 classified (secretaries, custodians, clerical, etc.)

SIZE: This District employs approximately 3,715 people. The West Contra Costa Unified School District is a K-12 public school district located in Richmond, California, serving the educational needs of around 26,500 K-12 students, and an additional 10,000 adult students. The district covers over 150 square miles, including the cities of Hercules, Pinole, El Sobrante, San Pablo, Richmond, El Cerrito, and Kensington.

SCHOOLS:

Elementary - 32

K-8 - 7

Junior/Middle High – 6

Senior High – 7

Continuation – 2

Special Education – 1

Adult Education Centers – 2

END OF SECTION 2

SECTION 3 - SCOPE OF WORK

The Contractor will furnish the District with the required number of appropriately licensed/permitted vehicles, administrative and support staff, facilities, special equipment and supplies for transporting general education students to school sites within surrounding areas, at such time and places as assigned by the District. The contractor shall also include transportation to and, from student related services and other school activities as specified at the time of need.

The Contractor or Contractors who are awarded this contract will be responsible for the following duties:

TRANSPORTATION JURISDICTION

Transport pupils attending expanded learning programs from their home school to Hub sites for after school programming and to a central location for sports programming when necessary. Students will be picked up from the Hub by their parent/guardian. Transportation for study trips and other extracurricular activities may be requested as needed.

SEAT BELTS/CAR SEATS/HARNESS

Furnish all vehicles with a seat belt for each passenger and driver. Furnish all equipment necessary for said transportation of passengers (i.e., car seats, restraints and harnesses). It shall be the driver's responsibility to see that such seat belts, car seats, or restraints are properly adjusted and fastened as soon as the pupil occupies their seat and for the duration of the trip (including wheelchair pupils). Provide for the welfare and safety of the pupils' transported at all times.

TRAVEL TIME

Deliver the pupils to their respective schools at the time agreed on the confirmation and not more than fifteen (15) minutes before classes convene. The travel time a child is in route shall not exceed one hour one way unless the home school is in excess of fifteen (15) miles from the expanded learning program school and except for abnormal weather, traffic or other unusual conditions as stated in the Force Majeure Section. Transportation for study trips and other extracurricular activities will be scheduled individually and will not need to comply with the above requirements.

COMPLIANCE WITH LAW

Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406, labor compliance, immigration, prevailing wages and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties and that failure to do so shall constitute material breach.

It is the policy of the District that in connection with all work performed under Service agreements there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor and its agents agree to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900, and Labor Code Section 1735. While performing the services and duties required under the service agreement, the Contractor and its agents agree to comply with and observe all the provisions of the California Vehicle Code and all other applicable laws, and further agrees to comply with all rules and regulations established by the State Board of Education of California, the Department of Education of the State of California, Federal, State and County Regulations, local agencies and the District relating to the transportation of Pupils.

AUTHORIZED PASSENGERS

Drivers will not transport any person, except a pupil enrolled in school within the jurisdiction of the Superintendent, or an employee of the Superintendent/Contractor, without first obtaining permission of the District.

INFORMATION FOR STATE REPORTS

Supply information for the District to apply to the State Department of Education for reimbursement for pupil transportation. The Contractor further agrees to submit to the District:

- A monthly written report not later than the 15th of the following month showing the total number of miles each vehicle traveled and the number of pupils transported on each vehicle for specified days on forms supplied by the District.
- An annual written report no later than July 30 showing the average number of pupils transported and the distance transported.

ACCIDENT REPORTS

All accidents or incidents involving the Contractor's equipment, personnel, or pupils being transported while operating for the District shall be reported in writing to the District within five (5) working days. A preliminary oral report shall be made to the District within thirty (30) minutes following the accident and shall include whether any fatalities or injuries occurred and a generalization of property damage. The parents and school of attendance or any student affected shall be notified by the Contractor as soon as possible and the whereabouts of the student disclosed. Follow-up accident written reports shall be made periodically until all the pertinent facts have been reported to the District. A legible copy of both the responding police agency and the Contractor's accident investigator's final report shall be submitted to the District within ten (10) working days following the accident or incident or when such report is completed, whichever occurs first.

The CONTRACTOR shall provide any and all operational records District deems necessary within ten (10) business days of District's request.

In the event of a lost or missing student the Contractor shall provide all assistance requested by District to locate the student.

COMPLAINTS

Keep complete and accurate records of all written and oral complaints received regarding the services of the Contractor from all sources including, but not limited to: District's employees or agents, parents of handicapped pupils, State or Federal Agencies and other School Districts. Contractor further agrees to provide to the District a written monthly report listing said complaints and actions taken by the Contractor, if any, to resolve each complaint. The contents of these records and reports shall comply with written guidelines and instructions issued by the District.

VEHICLE CERTIFICATION AND PERMITS

The Contractor shall use vehicles with an average age no older than eight (8) years, and at no time shall the age of any bus exceed the maximum of ten (10) years on July 1 of each school year. All Class 1 buses shall be equipped with air brakes. All vehicles shall be equipped with air conditioning, and individual seat belts or

harnesses. All vehicles transporting pupils in wheelchairs shall be equipped with hydraulic lifts. All lifts shall have a manual override to provide for operation in the event of failure in the electrical system.

Contractor shall submit to District a vehicle manifest.

SPECIAL/MODIFIED EQUIPMENT REQUIREMENTS

If any equipment used by Contractor in the performance of this contract is required to be installed or modified due to a change in the law or applicable rules and/or regulations, such modification or installation shall be made by the Contractor without notification from the District. The cost of such modification and/or installation shall be borne by the Contractor.

STANDBY PERSONNEL

Contractor shall maintain a list of standby personnel to perform the work if regularly assigned personnel are absent. The Contractor shall submit this list to the District prior to the commencement of work.

DISCIPLINE ON THE SCHOOL BUS

Pupils transported by Contractor shall be under the authority of, and responsible directly to, the driver of the vehicle, and the driver shall be held responsible for the orderly conduct of the pupils while they are in the vehicle. The Contractor shall provide student behavior in-service meetings and/or participate in District sponsored student behavior in-services.

The Contractor shall provide within three working days, a written or oral report to the District of incidents of rider misconduct on the bus and corrective action taken, if any.

CERTIFICATE OF COMPLIANCE

Contractor shall furnish to the District proof that all vehicles utilized for the contract are TCP certified by the PUC (Public Utilities Commission) or have municipal permits applicable to areas served. This proof shall be furnished prior to beginning operation under this contract and at any time during the term of the contract upon the request of the District.

VEHICLE INSPECTION

Allow the District to inspect all vehicles used in furnishing the services herein at any time during the term of the contract. A copy of each vehicle's yearly TCP or Municipal inspection shall be sent to the Transportation Services Coordinator. 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 equipment shall be installed on all such replacement vehicles at the Contractor's expense.

VEHICLE MECHANICAL CONDITIONS

All vehicles utilized by the Contractor under this contract shall be in excellent mechanical and safe operating condition during the entire term of this agreement.

VEHICLE APPEARANCE

All vehicles utilized by the Contractor shall be clean and sanitary and shall have an excellent exterior and interior appearance in accordance with District standards during the entire term of this agreement.

The Contractor shall make available to the District for review all vehicle inspection reports.

RADIO EQUIPMENT

Each vehicle shall be equipped with radios/phones for communication to a base station dispatch terminal before being used for this contract. A citizens band radio is not allowed. All communication equipment must be maintained in good working condition at all times during the term of this agreement.

DRIVER REQUIREMENTS:

The Contractor, its employees, and its agents shall secure and maintain all permits and licenses required by law for the execution of this Agreement.

- Contractor, its employees, and its agents agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations. This includes, but is not limited to: License: All drivers employed by the Contractor to provide service to the District must have a valid Class California Driver's License.
- Contractor shall maintain a list of each driver's name, CALIFORNIA DRIVER'S LICENSE number and Department of Motor Vehicles summary record monthly (DMV pull notice).
- All drivers must pass a criminal background check and shall be fingerprinted, at Contractor's expense, at a certified LifeScan provider. The Contractor shall maintain a record keeping system available to the District to verify that all drivers have been fingerprinted.
- All drivers must have a satisfactory driving record consistent with EC Section 39877.
- Health Requirements: Each driver employed by the Contractor to provide service to the District must complete a medical examination not more than two years prior to pupil transportation and be able to provide a copy of the Medical Examiner's Certificate. Each driver shall have a skin test or chest x-ray indicating the driver is free from Tuberculosis prior to driving for the District. Random testing of drugs and alcohol, chest x-rays or skin tests shall be required. Any driver failing to be tested or found to have a "positive" drug test resulted shall be immediately removed from service to the District.
- 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 the District.
- Moral Character: Contractor recognizes that, for the protection of pupils, drivers and other Contractor employees who have contact with the pupils and their families must be of stable personality and high moral character. Contractor shall assure that all Contractor personnel meet these qualifications. Contractor will not allow any person to drive whose conduct might in any way expose a child to any impropriety of work or conduct, nor shall Contractor allow any person to drive who Contractor knows or has reason to know is not in a condition of mental and emotional stability.

- Special Requirements: Drivers who are required to lift pupils in and out of vehicles shall have special training provided by the Contractor in lifting techniques and treatment of the handicapped children who must be lifted. Such personnel shall be physically capable of performing the required lifting. Proof of training will be submitted to the District upon request.
- Time Schedules: All drivers shall be required to have an up-to-date route sheet, area map and a timepiece with them while on duty so that they can maintain established time schedules.
- Changes in Assignment: Drivers shall be permanently assigned to the same route whenever possible.
- Evaluation: 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 pupils; and other factors inherent in the transportation of 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 upon request. All drivers assigned to perform services under this agreement 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.

PRE-EMPLOYMENT SCREENING

Contractor shall develop and implement a pre-employment screening program for all candidates for employment. The screening program shall be designed to assist the Contractor in determining the candidate's suitability for assignment to handicapped transportation services.

RIDING AID/ASSISTANT

The District has the authority to place an assistant/aid with the student when deemed necessary.

DRIVER/ASSIGNMENTS

The District shall have the right of approval for any driver assigned to any route or service under this contract and may, at the District's sole discretion, require the removal or reassignment of any driver/aide from service under this contract.

CONTRACTOR'S FACILITIES – VEHICLE PARKING

- Maintenance: Contractor shall establish and maintain, throughout the duration of this contract, a maintenance facility/garage equipped and staffed as required to perform preventative maintenance and repairs to vehicles used under this contract.
- Location: Maintenance and administrative facilities shall be maintained in Contra Costa County.
- Administrative and Support Staff: A facilities shall be staffed as required to administer and support the program, including the availability of personnel to receive and place telephone calls and monitor the radio equipment during the hours that pupils are being transported each school day. A private line, dedicated to the District related business, shall be installed at this facility at no cost to the District.

ROUTING AND SCHEDULING

Contractor shall route students for after school programming.

The 2025/2026 School year expanded learning sites details are listed below:

- Madera Elementary School: (15 Students) 8500 Madera Drive, El Cerrito, CA 94530 to
 - Harding Elementary School: 7230 Fairmount Avenue, El Cerrito, CA 94530
- Collins Elementary School: (22 Students) 1224 Pinole Valley Road, Pinole, CA 94564 to
 - Shannon Elementary School: 685 Marlesta Road, Pinole, CA 94564
- Olinda Elementary School: (20 Students) 5855 Olinda Road, El Sobrante, CA 94803 to
 - Valley View Elementary School: 3416 Maywood Drive, Richmond, CA 94803
- Hanna Ranch Elementary School: (25 Students) 2480 Refugio Valley Road, Hercules, CA 94547 and
- Ohlone Elementary School: (25 Students) 201 Turquoise Drive, Hercules, CA 94547 to
 - Lupine Hills Elementary School: 1919 Lupine Road, Hercules, CA 94547

Transportation will also be needed from the destination sites on Fridays to:

- Helms Middle School: 2500 Road 20, San Pablo, CA 94806

Transportation for day trips may be requested as needed.

After school programming sites will vary in future years. Updated site information will be provided to the CONTRACTOR in a timely manner.

Changes in Established Routes:

- The District must be informed of any changes to established routes.
- Contractor shall implement new routes as resulting from major changes in pupil population within ten (10) working days on receiving notification by the District.
- The Contractor shall maintain daily records showing clearly the route numbers, vehicle numbers, drivers, number and names of pupils transported to each school. These records will be supplied monthly or upon request by the District.
- District reserves the right to change school hours, bus/vehicle routes and schedules at any time. CONTRACTOR acknowledges and recognizes that District may be required to make the changes indicated above and agrees to effectuate these changes as quickly and expeditiously as possible, and within the time constraints indicated in this section.
- CONTRACTOR shall implement District's addition of transportation service(s) for a student within five (5) business days of District's transmittal of the route change to the CONTRACTOR.

FIELD TRIPS AND OTHER SCHOOL SPONSORED ACTIVITIES

Contractor agrees to provide transportation service for field trips and such other school-sponsored activities as may be authorized by the District. For field trips, the District will contact Contractor at least ten (10) days prior to the scheduled activity.

CANCELLATION OF SCHEDULED FIELD TRIPS

The District shall have the option to cancel any scheduled field trip upon the District notification to the Contractor at least two (2) hours prior to the time of the first scheduled pupil pick up. The District agrees to pay

a penalty of \$100.00 per vehicle for field trip cancellations in which two (2) hour notice has not been given.

ACCOUNTING SUMMARY REPORT

The Contractor shall provide the District with a monthly accounting summary. This report summarizes routes by distance and time, by school, by day, student rider-ship, and also displays additional bus assignments requested by the District.

ADMINISTRATION AND SUPERVISION OF TRANSPORTATION SERVICE

Contractor shall maintain staff as required for effective management and supervision of the transportation service provided to the District. In addition to such other personnel as may be required to administer the contract for pupil transportation, the Contractor shall employ and assign a responsible project manager to act as Contractor's Designee in all matters relating to the contract and the work to be done.

DRY RUNS

At least one (1) Dry Run will be conducted by Contractor for all routes prior to the beginning of a new school year and/or extended session. The cost of the Dry Run shall be borne by the District based upon Contractor's Daily Base Rate. In the event more than one (1) Dry Run is required, the cost of such additional Dry Runs will be borne by the Contractor. Contractor will conduct Driver orientation sessions for all drivers who will be assigned to perform services for the District. The driver orientation shall include, but not be limited to: pupil management; handicapped sensitivity, dealing with parents of handicapped pupils; relationships with the school and the general public; discipline on the school bus; and other pertinent information. Bus drivers will personally contact the parents two days before the start of the school year to give an approximate pick-up time.

SECTION 3A

DISTRICT RESPONSIBILITIES

The District is responsible for and shall provide the following:

Submit the following three forms in June of each school year:

- TRANSPORTATION REQUEST
- BIOGRAPHICAL INFORMATION
- ELIGIBILITY CRITERIA

School lists to include name, and school address.

Assist in the training of drivers in the supervision and control of expanded education children in cooperation with such training by the Contractor. Contractor to provide training.

Pay for the transportation services as follows if the Contractor complies with all terms, covenants, and conditions herein. The purchase order number shall be included on all invoices. Payment shall be made within thirty business days upon receipt of invoice(s).

ROUTING AND SCHEDULING

Regular School Calendar Year

The regular school calendar year covers the months of August through June, inclusive, consisting of approximately 180 days. Based on the pupil location, type of pupil, and school of attendance, the routing and scheduling of buses shall be the responsibility of the Contractor. Any route or schedule changes made by the District twenty (20) days prior to the start of school and twenty (20) working days following the start of school, shall be implemented within the first twenty (20) working days of school. Changes received after the first twenty (20) working days shall be implemented within five (5) working days. For any major class or bell time changes impacting multiple students, at least ten (10) working days shall be allowed before implementation.

EXTENDED YEAR CALENDAR

- The extended school year covers part of all of the months of June, July or August. During this period, scheduling will be based on schools providing summer school programs. and school of attendance. The routing and scheduling of vehicles shall be the responsibility of the Contractor. Any route or schedule changes made by the district between twenty (20) days prior to the start of school and five (5) working days following the start of school, shall be implemented within the first ten (10) working days of school. Changes received after the first five (5) working days shall be implemented within five (5) working

- The District shall provide the Contractor with a Transportation Request Form for each student at least five (5) working days prior to the first day the pupils are to be transported. The Transportation Request Form shall include: the name of each pupil; pickup and delivery address; the school/program to which the pupil is assigned; the arrival and departure time.

- The District shall have the right to audit (for performance, mileage and routing) any or all routes and may require changes in routing and scheduling if, in its opinion, such changes would result in increased bus and seat utilization or better service to pupils or schools. In addition, the written approval of the District is required for the addition of any buses to the contract or to any bus modification, which will result in any increase in overall charges to the District.
- The District, may, at its sole discretion, elect to provide all, or part, of the routing and scheduling services required under this contract.
- The District, at its sole discretion, may elect to award all or part of the Transportation Contract.
- The District may, at its sole discretion, adjust or modify all or part of the Transportation Contract.

END OF SECTION 3

SECTION 4 – PROPOSAL FORMAT AND CONTENT

ECONOMY OF PREPARATION

The submission of proposals will consist of information provided in the format-defined in Section 4. They should be prepared simply and economically, providing a straightforward and concise explanation of capabilities that will satisfy the requirements of the Request for Proposals (RFP). Literature, including samples of similar work performed and other elements of service providers' support may be included in an optional volume of the RFP. Emphasis in the submission of the RFP should be placed on completeness and clarity of content.

COVER LETTER

- Identify core team.
- Provide name of contact person, phone number and fax number.
- Summarize contractor's history and projects most relevant to the DISTRICT project.

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Sections and page numbers for requested information.

EXECUTIVE SUMMARY

Responses shall demonstrate how they summarize the contractor's overview of the project and indicate the projects complexity and the Contractor's ability to resolve inherent project problems.

FINANCING AND FINANCIAL RESOURCES

Include separately the Contractor's income statements, balance sheets and related materials for the last two (2) years. Any past bankruptcies must be noted and explained.

REFERENCES

Submit information regarding five comparable K-12 transportation services for general education students that the contractor has completed as the Prime Contractor within the last ten (10) years. Indicate the start and completion dates, services and equipment provided, project costs, contract term, warranty, and benefits to the owner. Provide the owners name, address, telephone number, and contact person for each reference. Contractors must include at least one California K- 12 school district of equal or greater size than West Contra Costa Unified School District.

OTHER INFORMATION

Contractors are invited to submit other information believed to be relevant to the selection process.

ADDENDUM TO THE RFP

If it becomes necessary to revise any part of this RFP, an addendum to the RFP will be provided in writing to all Contractors.

PROPOSAL REQUIREMENTS

- The vendor shall submit a Technical Proposal and Price Proposal. The Technical Proposal shall consist of the company's experience, past performance, management and organization of the company, and proposed personnel.
- The vendor will submit a Price Proposal for proposed services on Attachment A. The price proposal shall consist of all costs associated with this Scope of Work. **In order to accurately compile all of the responses, the response format must be submitted on the District Proposal Form. IF YOU FAIL TO FOLLOW THE INSTRUCTIONS, YOUR BID WILL BE REJECTED.**
- All work proposed to be completed by the contractor must be clearly outlined. If any of the above referenced qualifications are being wholly or partially fulfilled by a stated sub-contractor(s) then that must be noted in the bid response.
- List the name of any subcontractor(s) or equipment supplier and the location of the place of business of each subcontractor who will perform labor or render service used by the vendor shall be clearly noted in the bid document.
- The District will coordinate all work assignments through the Primary Contractor. The District will make all payments through the Primary Contractor. It will be the Primary Contractor's responsibility to schedule the work and payments for all subcontractors involved with this RFP. The Primary Contractor will also be held accountable for the work and/or actions of all subcontractors.

CONTRACTOR'S BACKGROUND

Contractor must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- Location of the company offices.
- Number of employees both locally and nationally.
- Location(s) from which employees will be assigned.
- Name, address, and telephone number of the Contractor's point of contact for a contract resulting from this RFP.
- Company background/history and why Contractor is qualified to provide the services described in this RFP.
- Length of time Contractor has been providing services described in this RFP. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

- The Contractor must include in his/her proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The West Contra Costa Unified School District reserves the right to reject any proposal based upon the Contractor's prior history with the West Contra Costa Unified School District or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

END OF SECTION 4

SECTION 5 – EVALUATION PROCESS

EVALUATION OF PROPOSALS

Selection of the successful proposal shall be generally based on the information provided by the Contractor in response to the Request for Proposals and any subsequent interviews that may be conducted. *Contractor interviews will be held solely at the option and discretion of the West Contra Costa Unified School District. Interviews will be scheduled by the District and vendors will be required to attend at those times.* The process for selection shall occur in the following sequence

- Review Proposals
- Establish a "short list" of qualified firms
- Interview "short-listed" firms (at the option and discretion of the West Contra Costa Unified School District)
- Identify the best qualified firm or firms
- Award contract(s)

A RFP Selection Committee, *as deemed necessary*, will be formed to evaluate the proposals and to make recommendation to the West Contra Costa Unified School District Governing Board. Composition and creation of this committee, should one be formed, is at the sole discretion of the West Contra Costa Unified School District. Names of the Committee members, should one be formed, will not be released prior to the time for interviews. There may also be demonstrations scheduled for viewing and rating by a review team consisting of representatives from across the District.

The Selection Committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the committee and/or present a product demonstration as a part of the committee's evaluation process. The West Contra Costa Unified School District does not guarantee that an interview or an opportunity to demonstrate product will take place. West Contra Costa Unified School District reserves the right to select a contractor based solely on the information provided in the proposals received in response to the RFP.

EVALUATION CRITERIA

Criteria	Weight	Score	Weighted Score
Price Proposal	20		
Qualifications & Experience			
References	20		
Experience	25		
Project Team	15		
Proposal Quality	20		
Total Weighted Evaluation Ranking			

The above weights show the relative importance of individual criterion. The evaluation committee will use these criteria to score the proposals.

CONTRACTOR AGREEMENT

Prior to the award of contract, the West Contra Costa Unified School District must be assured that the bidder selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services called for under this contract.

If, during the evaluation process, the West Contra Costa Unified School District is unable to assure itself of the bidder's ability to perform under the contract, if awarded, the West Contra Costa Unified School District has the option of requesting from the bidder, any information that the West Contra Costa Unified School District deems necessary to determine the bidder's capabilities. If such information is required, the bidder will be notified and will be permitted four (4) working days to submit the requested information.

END OF SECTION 5

SECTION 6 - INSTRUCTIONS TO BIDDERS

ACCEPTANCE PERIOD

Proposals are firm for a period of ninety (90) days unless otherwise specified. Any offer received shall be considered an offer that may be accepted or rejected, in whole or in part, by The West Contra Costa Unified School District based on initial submission without discussions or negotiations.

ADDENDA ACKNOWLEDGMENT

Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

AUTHORIZED SIGNATURES

Every proposal must be signed by the person or persons legally authorized to bind the Contractors to a contract for the execution of the work. Upon request of the West Contra Costa Unified School District, any agent submitting a proposal on behalf of a Contractor shall provide a current power of attorney certifying the agent's authority to bind the Contractors.

AWARD OF PROPOSAL

Award will be made to the Contractors offering the most advantageous proposal after consideration of the Evaluation Criteria set forth in section 3, Scope of work and Proposal Content and Format. The West Contra Costa Unified School District will establish an Evaluation Committee. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The West Contra Costa Unified School District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the West Contra Costa Unified School District after all factors have been evaluated.

EVALUATION CRITERIA

Evaluation Criteria will be used as stated in section 4. The evaluation committee may also contact and evaluate the Contractor's references; contact any Contractor to clarify any response; contact any current users of a Contractor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest price, but shall make an award in the best interests of the District.

Discussions may, at the District's option, be conducted with responsible Contractor firms who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Contractors shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing Contractors.

A Notification of Intent to Award may be sent to any Contractor selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing firms unless an agreement is reached. If contract negotiations cannot be concluded successfully, the District may negotiate a contract with the next highest scoring Independent Contractor firm or withdraw the RFP.

AWARD SELECTION PROCESS

Selection of qualified Contractors will be based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; experience and expertise with school districts and references.

Interviews may (if deemed necessary) be held with the most qualified respondents. The proposal and contract will be submitted to the West Contra Costa Unified School District Board of Education for approval. The Contractor selected will enter into a contract with the District.

CANCELLATION OF SOLICITATION

The West Contra Costa Unified School District may cancel this solicitation at any time.

COMPLIANCE WITH LAWS

All proposals shall comply with current federal, state, and other laws relative thereto.

CONTRACT DOCUMENTS, EXAMINATION OF

It is the responsibility of the Contractor to thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, plans, and addenda (if any), hereinafter referred to as Contract Documents. Contractor shall satisfy him/herself as to the character, quantity, and quality of work to be performed, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure of the Contractor to examine the Contract Documents shall in no way relieve him/her from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the West Contra Costa Unified School District may rely that the Contractor has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Contractor to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

COST OF SERVICES

The Contractor must provide prices as stated on Attachment A: Price Proposal Form.

DEFINITION OF TERMS

For the purposes of this Request for Proposal (RFP), the following definitions will be used:

- **Contractor.** Same as Successful Contractor or Contractor firm.
- **Evaluation Committee.** A committee established by the District to review, evaluate, and score the proposals, and to recommend the award to the Independent Contractor firm that submitted the proposal that was determined to be in the best interest of the West Contra Costa Unified School District.
- **May.** Indicates something that is not mandatory but permissible.
- **Must/Should.** Indicates a mandatory contractual agreement requirement.
- **Contractor.** The person or Contractor firm making the offer.
- **Proposal or Bid.** The offer presented by the Contractor firm.
- **RFP.** Acronym for Request for Proposals.
- **Should.** Indicates something that is recommended but not mandatory.
- **Submittal Deadline.** The date and time when all proposals must be submitted.
- **TCP.** Transportation Charter Party

DISQUALIFICATION OF CONTRACTOR

If there is reason to believe that collusion exists among the Contractors, the West Contra Costa Unified School District may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable ground for believing that any Contractor is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Contractor is interested. If there is reason to believe that collusion exists among the Contractors, the West Contra Costa Unified School District may refuse to consider Proposals from participants in such collusion.

EXECUTION OF CONTRACT

Time is of the essence of this contract. The Successful Contractor shall execute the contract attached to this RFP, including but not limited to signing all necessary documents and submitting all required evidences of insurance, within ten (10) days after personal delivery of the notice of award or within fifteen (15) days after such notice of award has been provided to the successful contractor. One copy of the contract will be returned to the Contractor after the West Contra Costa Unified School District executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, the West Contra Costa Unified School District may consider that the Contractor has abandoned the contract. After the contract has been executed, including the insurance documents, a Notice to Proceed will be issued. Contractor agrees to commence work within ten (10) working days after the date of the Notice to Proceed.

EXPERIENCE AND COMPETENCY

The Successful Contractor shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Successful Contractor shall also have no less than **five years (5)** years' experience in the magnitude and character of the work proposal. It is the intention of the West Contra Costa Unified School District to award a contract to the Contractor who furnishes satisfactory evidence that he/she has the requisite experience, ability, sufficient capital, and facilities to enable him/her to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Contractor, the West Contra Costa Unified School District will weigh any evidence that the Contractor has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty. In selecting the lowest responsive and responsible Contractor, consideration will be given not only to the financial standing but also to the general competency of the Contractor for the performance of the work specified in the contract documents.

FIRM PRICE PERIOD

Contractor's offer shall remain open and firm for a period of not less than ninety (90) calendar days from the Submittal Deadline.

FORMATION OF CONTRACT

Contractor's signed proposal and West Contra Costa Unified School District's written acceptance shall constitute a binding contract.

INDEPENDENT CONTRACTOR

In accepting this contract, Successful Bidder (hereinafter Contractor) covenants that it presently has no interest,

and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of West Contra Costa Unified School District.

INFORMED CONTRACTOR

Contractors are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Contractors' own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN

All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

INTERPRETATION OF CONTRACT DOCUMENTS

If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he/she may submit to the West Contra Costa Unified School District a written request for an interpretation or correction. Requests for interpretations shall be emailed to contractinfo@wccusd.net, attention Jeff Carter, Executive Director Business Services, no later than November 3, 2025. When the West Contra Costa Unified School District considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties recorded by the West Contra Costa Unified School District as having received contract documents.

All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Contractor to ensure the West Contra Costa Unified School District has their correct business name and address on file. Any prospective Contractor firm who obtained a set of contract documents from anyone other than the West Contra Costa Unified School District is responsible for advising the District that they have a set of contract documents and wish to receive subsequent Addenda.

NOMENCLATURES

The terms Successful Contractor and Contractor may be used interchangeably in these specifications and shall refer exclusively to the Independent Contractor firm with whom the West Contra Costa Unified School District enters into a contract because of this solicitation.

OFFERS OF MORE THAN ONE PRICE

Contractors are NOT allowed to submit more than one proposal.

PRICES

All Proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Contractor's authorized representative.

Proposal prices shall include everything necessary for the completion of the contract including, but not limited

to furnishing all services and management required to complete the work in accordance with the contract documents. Any items described in the specifications that are not specifically listed in the proposal item are to be considered included in the proposal item and no additional compensation will be allowed. The total amount of the proposal will be the sum of the total prices of all items in the proposal schedule.

PROPOSAL FORMS

- Copies. One original and four (4) copies must be submitted on or before the Submittal Deadline. All submissions must be identical copies. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions..
- Discrepancies. If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the West Contra Costa Unified School District reserves the right to use the original as the Master.

PROPOSAL MODIFICATIONS

Any Contractor who wishes to make modifications to a proposal already received by the West Contra Costa Unified School District must withdraw his proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation. All modifications must be made in ink, properly initialed by Contractor's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Contractor to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

PROPOSAL OPENING AND RESULTS

No Public Opening. Proposals will not be opened publicly, but a list of the names of companies submitting proposals will be available within a reasonable time after the Submittal Deadline.

PROPOSAL PRICES, NOTATIONS, AND MISTAKES

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the Proposal. Prices shall be stated in units and offers made separately on each item. In case of conflict between unit prices and extended prices, unit prices will govern. Where there is a conflict between words and figures, words will govern.

PROPOSAL RESULTS

It is not the policy of the West Contra Costa Unified School District to provide RFP results in response to telephone inquiries. A tabulation of the names of Contractors will be available upon request.

PROPOSAL SUBMITTAL

Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Contractor, RFP number, and Submittal Deadline. Contractor's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic proposals or modifications will be considered unless otherwise specified herein.

PROPOSAL WITHDRAWAL

Contractor's authorized representative may withdraw proposals only by written request received before the Submittal Deadline.

CONTRACTOR IS SOLE POINT OF CONTACT

The Successful Contractor will be the sole point of contact. The West Contra Costa Unified School District will look solely to the Successful Contractor for the performance of all contractual obligations that may result from an award based on this RFP.

QUESTIONS AND COMMENTS

Questions and comments regarding this solicitation must be submitted via e-mail to contractinfo@wccusd.net attention Jeff Carter, Executive Director Business Services, no later than November 3, 2025. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments.

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES

The West Contra Costa Unified School District reserves the right to reject any or all proposals, or any part of a proposal. The West Contra Costa Unified District reserves the right to reject the proposal of any Contractor who previously failed to perform adequately for the West Contra Costa Unified School District or any other governmental agency.

RULES FOR SUBMITTING PROPOSALS

- **Submittal Deadline.** Independent Proposals must arrive in the Purchasing Office, 1400 Marina Way South, Richmond, California 94804 by the Submittal Deadline shown in these specifications or subsequent addenda. Independent Proposals may be submitted by hand, by courier, or any other method specified herein.
- **Responsibility.** Contractors are solely responsible for ensuring that their proposals are received by the West Contra Costa Unified School District in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified. The West Contra Costa Unified District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in the Request for Proposals.
- **Extension of Submittal Deadline.** The West Contra Costa Unified School District reserves the right to extend the Submittal Deadline when it is in the best interest of the West Contra Costa Unified School District.
- **Facsimile Transmissions.** Proposals may NOT be submitted by facsimile, unless otherwise specified herein.
- **Late Proposals.** The Submittal Deadline IS FIRM. Proposals will NOT be accepted after the Submittal Deadline and will be returned unopened.
- **Signature.** To be considered for award, each proposal shall be signed by an authorized representative of the Contractor.
- **Sealed Proposal.** Proposals MUST BE sealed upon submittal.

SIGNATURES

An individual who is authorized to bind the Contractor must sign the proposal.

END OF SECTION 6

SECTION 7 - TERMS AND CONDITIONS ASSIGNMENT OF RIGHTS OR OBLIGATIONS

Except as noted hereunder, Successful Contractor may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the West Contra Costa Unified School District.

ATTORNEY FEES

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Subject to the power and authority of the West Contra Costa Unified School District as provided by law in this contract, the West Contra Costa Unified School District shall, in all cases, determine the quantity, quality, and acceptability of the work for which payment is to be made under this contract. The West Contra Costa Unified School District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS

Contractor hereby agrees that the service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Contractor's response. Contractor may submit an attachment entitled "*Exceptions to Specifications*," which must be signed by Contractor's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken.

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT

Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433), that in the hiring of skilled labor for the performance of any work under this contract, no Contractor firm by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

DISCRIMINATORY SERVICES

Contractor agrees that all goods and services under this contract shall be available to all qualified persons regardless of age, sex, race, religion, color, national origin, or ethnic background, and that none shall be used, in whole or in part, for religious worship or instruction. Contractor further agrees to recruit, hire, and promote for all job classifications without regard to race, religion, national origin, sex, or age unless based upon bona fide occupational qualifications.

CONTRACT INCORPORATION

This contract embodies the entire contract between the West Contra Costa Unified School District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Contractor's successful submittals, supplemental agreements, and any and all written agreements, which alter, amend or extend the contract.

FORCE MAJEURE

If execution of this contract shall be delayed or suspended out of causes beyond the control of Contractor, the Contractor shall notify the West Contra Costa Unified School District in writing, within twenty-four (24) hours, after the delay. Such causes may include, but are not limited to: acts of God, war, fires, floods, epidemics, strikes and severe weather.

FORMATION OF CONTRACT

Contractor's signed offer (Proposal) and West Contra Costa Unified School District's written acceptance shall constitute a binding contract.

LAWS GOVERNING CONTRACT

This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the county of Contra Costa, in the State of California. The parties further stipulate that the county of Contra Costa, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

PAYMENT

The District shall pay Contractor for services provided hereunder, monthly in arrears, upon receipt of a properly documented invoice. Payments shall be made in accordance with schedule (a) home-to-school transportation and schedule (b) other transportation.

In no event shall billing be for more than sixty (60) days after the dates of service.

The District shall authorize hours and miles to each route at the time the routes are developed and submitted for approval.

RIGHT TO WITHHOLD

The District has the right to withhold a pro rata portion of the payment to the Contractor when, in the opinion of the District, expressed in writing to the Contractor (a) the Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented; (b) the Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

PUBLIC INFORMATION

All materials received relative to this RFP will become public information and be available for public inspection. The District reserves the right to retain all qualifications submitted, whether or not the proposal was selected or judged to be responsive. Firms submitting RFP's, which contain information deemed to be proprietary, may submit that information separately under closed cover so designated. Pricing information may not be so submitted and is non-privileged.

SEVERABILITY

The Contractor and the District shall be severed from this contract any provisions, or portion of any provision, of this contract that are held invalid, illegal or unenforceable. The Contractor and the District shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO

The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION

The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including, *but not limited to*: the Request For Proposals, Instructions To Bidder, Terms and Conditions, Detailed Specifications or Scope of Work, Special Provisions, and Workers Compensation Insurance Certificate, Non-Collusion Affidavit, Confidentiality Agreement,

END OF SECTION 7

SECTION 8 – SAMPLE CONTRACT



Pupil Transportation Contract

Between

West Contra Costa Unified School District

And

**Contract for Transportation
General Education Students and Day Trips**

PARTIES AND DATE: Effective on December 22, 2025 the West Contra Costa Unified School District of Contra Costa County, with principal offices at 1108 Bissell Avenue, Richmond California, 94801 (hereinafter referred to as the "DISTRICT") and *Contractor Name*, (hereinafter referred to as the "CONTRACTOR") do mutually agree and promise as set forth herein.

PURPOSE: The DISTRICT desires to procure pupil transportation services in accordance with Education Code Section 39800 et seq. and selected CONTRACTOR through a Request for Proposals process.

TERM: The term of this Contract shall be for a period of a three and a half (3 ½) year term commencing December 22, 2025 and continuing through June 30, 2029. This Contract may be extended by mutual written agreement for one (1) additional five (5) year term.

RATES FOR SERVICE: In consideration for services rendered hereunder, the fees paid to CONTRACTOR during term of the Contract are included in Appendix A attached to this Contract and incorporated herein. Rates adjustments for each school year will be effective on July 1, of each remaining year of the Contract as outlined in Appendix "A".

DEFINITIONS:

Auto Dialer	Automatic phone dialer (mechanism) to inform parents routes are running late.
Dry Run	Prior to start of the school year or extended school year, assigned bus driver drives the route without student aboard to determine pick up times.

CONTRACTOR'S DUTIES: The CONTRACTOR agrees to:

Furnish the DISTRICT with the required number of appropriately licensed/permitted vehicles, administrative and support staff, facilities, special equipment and supplies for transporting expanded learning pupils to school sites within surrounding areas, at such time and places as assigned by the DISTRICT. The CONTRACTOR shall also include transportation to and from pupil related extracurricular services and other school activities.

TRANSPORTATION JURISDICTION

The CONTRACTOR will transport pupils qualified for expanded learning services residing within the jurisdiction of the DISTRICT. The CONTRACTOR will pick up pupils from their home school within the district and deliver to the assigned expanded learning school. The CONTRACTOR will pick up pupils from the assigned expanded learning school and transport them to the designated extracurricular site when scheduled.

SEAT BELTS/CAR SEATS/HARNESS

Furnish all vehicles with a seat belt for each passenger and driver. Furnish all equipment necessary for said transportation of passengers (i.e., car seats, restraints and harnesses). It shall be the driver's responsibility to see that such seat belts, car seats, or restraints are properly adjusted and fastened as soon as the pupil occupies their seat and for the duration of the trip (including wheelchair pupils). Provide for the welfare and safety of the pupils transported at all times.

TRAVEL TIME

Deliver the pupils to their respective schools at the time agreed on the confirmation and not more than fifteen (15) minutes before classes convene. The travel time a child is in route shall not exceed one hour one way unless the home school is in excess of fifteen (15) miles from the destination school site and except for abnormal weather, traffic or other unusual conditions as stated in the Force Majeure Section.

Transportation for study trips and other extracurricular activities will be scheduled individually and will not need to comply with the above requirements.

COMPLIANCE WITH LAW

Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406, labor compliance, immigration, prevailing wages and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties and that failure to do so shall constitute material breach.

Contractor shall comply with the provisions of Education Code section 39875 et seq. and shall provide all attestations required therein, including, but not limited to those required pursuant to Education Code section 39879.

It is the policy of the District that in connection with all work performed under Service agreements there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor and its agents agree to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900, and Labor Code Section 1735. While performing the services and duties required

under the service agreement, the Contractor and its agents agree to comply with and observe all the provisions of the California Vehicle Code and all other applicable laws, and further agrees to comply with all rules and regulations established by the State Board of Education of California, the Department of Education of the State of California, Federal, State and County Regulations, local agencies and the District relating to the transportation of Pupils.

AUTHORIZED PASSENGERS

Drivers will not transport any person, except a pupil enrolled in school within the jurisdiction of the District, or an employee of the Superintendent/CONTRACTOR, without first obtaining permission of the DISTRICT.

INFORMATION FOR STATE REPORTS

Supply information for the DISTRICT to apply to the State Department of Education for reimbursement for pupil transportation. The CONTRACTOR further agrees to submit to the DISTRICT:

- A monthly written report not later than the 15th of the following month showing the total number of miles each vehicle traveled and the number of pupils transported on each vehicle for specified days on forms supplied by the DISTRICT.
- An annual written report no later than July 30 showing the average number of pupils transported and the distance the pupils live from school.

ACCIDENT REPORTS

All accidents or incidents involving the CONTRACTOR's equipment, personnel, or pupils being transported while operating for the DISTRICT shall be reported in writing to the DISTRICT within five (5) working days. A preliminary oral report shall be made to the DISTRICT within thirty (30) minutes following the accident and shall include whether any fatalities or injuries occurred and a generalization of property damage. The parents and school of attendance of any pupil affected shall be notified by the CONTRACTOR as soon as possible and the whereabouts of the pupil disclosed. Follow-up accident written reports shall be made periodically until all the pertinent facts have been reported to the DISTRICT. A legible copy of both the responding police agency and the CONTRACTOR's accident investigator's final report shall be submitted to the DISTRICT within ten (10) working days following the accident or incident or when such report is completed, whichever occurs first.

The CONTRACTOR shall provide any and all operational records District deems necessary within ten (10) business days of District's request.

In the event of a lost or missing student the Contractor shall provide all assistance requested by District to locate the student.

COMPLAINTS

Keep complete and accurate records of all written and oral complaints received regarding the services of the CONTRACTOR from all sources including, but not limited to: DISTRICT's employees or agents, parents of handicapped pupils, State or Federal Agencies and other School DISTRICTs.

CONTRACTOR further agrees to provide to the DISTRICT a written monthly report listing said complaints and actions taken by the CONTRACTOR, if any, to resolve each complaint. The contents of these records and reports shall comply with written guidelines and instructions issued by the DISTRICT.

VEHICLE CERTIFICATION AND PERMITS

The CONTRACTOR shall only use permitted vehicles rated for passengers that meet all applicable regulations and laws relating to General Education Pupil Transportation. The CONTRACTOR shall use vehicles with an average age no older than eight (8) years, and at no time shall the age of any bus exceed the maximum of ten (10) years on July 1 of each school year. All Class 1 buses shall be equipped with air brakes. All vehicles shall be equipped with air conditioning, and individual seat belts or harnesses. All vehicles transporting pupils in wheelchairs shall be equipped with hydraulic lifts. All lifts shall have a manual override to provide for operation in the event of failure in the electrical system.

SPECIAL/MODIFIED EQUIPMENT REQUIREMENTS

If any equipment used by CONTRACTOR in the performance of this contract is required to be installed or modified due to a change in the law or applicable rules and/or regulations, such modification or installation shall be made by the CONTRACTOR without notification from the DISTRICT. The cost of such modification and/or installation shall be borne by the CONTRACTOR. In the event that DISTRICT imposes equipment requirements other than those set forth above on CONTRACTOR's vehicles during the term of this Contract, which are specific requirements for the operation of this Contract or immediate installation is required for continuing operation of the vehicles, CONTRACTOR and DISTRICT in good faith shall negotiate price increases applicable to such equipment requirement.

SAFETY EQUIPMENT AND TRAINING

Any vehicle used by Contractor to provide the services must be equipped with a first aid kit and a fire extinguisher. CONTRACTOR's drivers will be responsible to ensure that such seat belts, car seats, restraints, or harnesses are properly adjusted and fastened as soon as the student occupies his/her seat and for the duration of the trip (including wheelchair students). CONTRACTOR shall at all times provide for the safety and welfare of the students transported. CONTRACTOR shall submit to District a vehicle manifest within five (5) business days of District's request.

STANDBY PERSONNEL

CONTRACTOR shall maintain a list of standby personnel to perform the work if regularly assigned personnel are absent. The CONTRACTOR shall submit this list to the DISTRICT prior to the commencement of work.

DISCIPLINE ON THE SCHOOL BUS

Pupils transported by CONTRACTOR shall be under the authority of, and responsible directly to, the driver of the vehicle, and the driver shall be held responsible for the orderly conduct of the pupils while they are in the vehicle. The CONTRACTOR shall provide pupil behavior in-service meetings and/or participate in DISTRICT-sponsored pupil behavior in-services.

CONTRACTOR shall be advised of any transportation related issues, included in any pupil's IEP, where such information is relevant to the CONTRACTOR's services. CONTRACTOR may request input into the IEP process where the conduct or needs of a child on a CONTRACTOR vehicle may be a health or safety concern for that pupil or other passengers on the vehicle.

The CONTRACTOR shall provide within three working days, a written or oral report to the DISTRICT of incidents of rider misconduct on the bus and corrective action taken, if any.

Pupils transported by CONTRACTOR shall be under the authority of, and responsible directly to, the driver of the vehicle, and the driver shall be held responsible for the orderly conduct of the pupils while they are in the vehicle. The CONTRACTOR shall provide pupil behavior in-service meetings and/or participate in DISTRICT-sponsored pupil behavior in-services.

CONTRACTOR shall be advised of any transportation related issues, where such information is relevant to the CONTRACTOR's services.

The CONTRACTOR shall provide within three working days, a written or oral report to the DISTRICT of incidents of rider misconduct on the bus and corrective action taken, if any.

CERTIFICATE OF COMPLIANCE

CONTRACTOR is to maintain a file for Certificates of Compliance issued by the Motor Carrier Division of the California Highway Patrol for all buses to be used under this Contract prior to beginning operation and at any time during the term of this Contract. DISTRICT may inspect certificates upon request. A copy of the annual terminal inspection will be forwarded to the DISTRICT Transportation Office.

VEHICLE INSPECTION BY DISTRICT

CONTRACTOR shall allow the DISTRICT to inspect all vehicles used in furnishing the services herein at any time during the term of the Contract. 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 equipment shall be installed on all such replacement vehicles at the CONTRACTOR's expense.

VEHICLE INSPECTIONS

Any vehicle used by Contractor to provide the services pursuant to this Contract must be inspected every 12 months, or every 50,000 miles, whichever comes first, at a facility licensed by the Bureau of Automotive Repair to ensure that the vehicle passes a 19-point vehicle inspection, as adopted by the Public Utilities Commission and set forth in D.13-09-045, before allowing the vehicle to be driven. This requirement does not apply to vehicles owned or contracted with the District already subject to a statutory inspection program.

VEHICLE MECHANICAL CONDITIONS

All vehicles utilized by the CONTRACTOR under this Contract shall be in excellent mechanical and safe operating condition during the entire term of this Contract.

VEHICLE APPEARANCE

All vehicles utilized by the CONTRACTOR shall be clean and sanitary and shall have an excellent exterior and interior appearance in accordance with DISTRICT standards during the entire term of this Contract.

The CONTRACTOR shall make available to the DISTRICT for review all vehicle inspection reports.

RADIO EQUIPMENT

Each vehicle shall be equipped with radios/phones for communication to a base station dispatch terminal before being used for this Contract. A citizen's band radio is not allowed. All communication equipment must be maintained in good working condition at all times during the term of this Contract.

DRUG TESTING

CONTRACTOR drivers, in accordance with Federal laws and regulations related to drug testing will be drug tested as required. Records will be maintained by the CONTRACTOR for verification.

PHOTO ID'S

CONTRACTOR to furnish and maintain updated binders that include, but are not limited to, the names and photo ID's of each pupil for each route. CONTRACTOR will use a DISTRICT provided photo ID system to maintain pupil ID's.

DRIVER REQUIREMENTS

The Contractor, its employees, and its agents shall secure and maintain all permits and licenses required by law for the execution of this Agreement.

Contractor, its employees, and its agents agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations. This includes, but is not limited to:

- Drivers must hold a valid school bus drivers certificate issued by the California Highway Patrol and the Department of Motor Vehicles.
- CONTRACTOR shall maintain a list of each driver's name, CALIFORNIA DRIVER'S LICENSE number and Department of Motor Vehicles summary record monthly (DMV pull notice).
- All drivers shall be fingerprinted, at CONTRACTOR's expense, at a certified LiveScan provider. The CONTRACTOR shall maintain a record keeping system available to the DISTRICT to verify that all drivers have been fingerprinted.
- Health Requirements: Each driver employed by the CONTRACTOR to provide service to the DISTRICT shall be in good health. Each driver shall have a skin test or chest x-ray indicating the driver is free from tuberculosis prior to driving for the DISTRICT. Random testing of drugs and alcohol, chest x-rays or skin tests shall be required. Any driver failing to be tested or found to have a "positive" drug test result shall be immediately removed from service to the DISTRICT.
- 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 the DISTRICT.
- Moral Character: CONTRACTOR shall take reasonable steps to prevent its employees from exposing any pupil to impropriety of word or conduct. CONTRACTOR shall not knowingly permit its drivers to smoke on the bus, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating any bus. CONTRACTOR shall at all times abide by applicable local, state, and federal laws and regulations in its hiring practices.
- Special Requirements: Drivers who are required to lift pupils in and out of vehicles shall have special training provided by the CONTRACTOR in lifting techniques and treatment of the handicapped children who must be lifted. Such personnel shall be physically capable of performing the required lifting. Proof of training will be submitted to the DISTRICT upon request.
- Time Schedules: All drivers shall be required to have an up-to-date route sheet, area map and a timepiece with them while on duty so that they can maintain established time schedules.
- Changes in Assignment: Drivers shall be permanently assigned to the same route whenever possible.
- Evaluation: 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 pupils; and other factors inherent in the transportation of 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 available for review by the DISTRICT. All drivers assigned to perform services under this 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.

- Drivers are to follow the laws, regulations, and procedures related to the transportation of pupils. CONTRACTOR's instructors shall be certified by the Department of Transportation, State of California. In compliance with Education Code Section 39831.5, all drivers shall conduct emergency drills at the receiving school sites at least once in October and once in January of every school year that this Contract is in force.
- Drivers are to be trained in the supervision and control of school children, in accordance with Education Code 40081 and 40082.
- Drivers have successfully completed the National Safety Council Defensive Driving Course or an equivalent course within one (1) year of his or her employment under the terms of this Contract.
- All drivers are twenty-one (21) years of age or older.
- All bus drivers must comply with Education Code Section 45122.1.

PRE-EMPLOYMENT SCREENING

CONTRACTOR shall develop and implement a pre-employment screening program for all candidates for employment. The screening program shall be designed to assist the CONTRACTOR in determining the candidate's suitability for assignment to handicapped transportation services.

All potential candidates will be interviewed utilizing a standardized interview process with questions related to successful skills and personalities for working with and supporting passengers. The interviewer undergoes a certification and testing process to ensure they understand the interview process and selection process to find the most successful candidates to enter into the First Student training program.

Reference checks take place after the Department of Motor Vehicle Records Check and Criminal Records Check are completed. The CONTRACTOR will utilize an outside company that will conduct thorough reference checks on all new trainees, including previous employment and personal reference checks. All candidates are to be drug tested as well.

RIDING AID/ASSISTANT

The DISTRICT has the authority to place an assistant/aid with the pupil when deemed necessary.

DRIVER ASSIGNMENTS

CONTRACTOR shall be responsible for hiring and discharging personnel employed by CONTRACTOR to perform its obligations hereunder; provided, however, that DISTRICT shall have the right to request CONTRACTOR to remove from service to the DISTRICT any employee who, in DISTRICT's sole discretion, is deemed unsuitable for the performance of transportation services for DISTRICT; and provided, further, that DISTRICT shall make such request in writing, state the reasons therefore, that such request does not violate applicable local, state and federal laws and regulations.

CONTRACTOR'S FACILITIES - VEHICLE PARKING

- Maintenance: CONTRACTOR shall establish and maintain, throughout the duration of this Contract, a maintenance facility/garage equipped and staffed as required to perform preventative maintenance and repairs to vehicles used under this Contract.
- Administrative and Support Staff: A facility shall be staffed as required to administer and support the services provided under this Contract, including the availability of personnel to receive and place telephone calls and monitor the radio equipment during the hours that pupils are being transported each school day. A private line, dedicated to the DISTRICT related business, shall be installed at this facility at no cost to the DISTRICT.

ROUTING AND SCHEDULING

Contractor shall route students for after school programming.

The 2025/2026 School year expanded learning sites details are listed below:

- Madera Elementary School: 8500 Madera Drive, El Cerrito, CA 94530 to
 - Harding Elementary School: 7230 Fairmount Avenue, El Cerrito, CA 94530
- Collins Elementary School: 1224 Pinole Valley Road, Pinole, CA 94564 to
 - Shannon Elementary School: 685 Marlesta Road, Pinole, CA 94564
- Olinda Elementary School: 5855 Olinda Road, El Sobrante, CA 94803 to
 - Valley View Elementary School: 3416 Maywood Drive, Richmond, CA 94803
- Hanna Ranch Elementary School: 2480 Refugio Valley Road, Hercules, CA 94547 and
- Ohlone Elementary School: 201 Turquoise Drive, Hercules, CA 94547 to
 - Lupine Hills Elementary School: 1919 Lupine Road, Hercules, CA 94547

Transportation will also be needed from the destination sites on Fridays to:

- Helms Middle School: 2500 Road 20, San Pablo, CA 94806

Transportation for study trips and other extracurricular activities may be requested as needed.

After school programming sites will vary in future years. Updated site information will be provided to the CONTRACTOR in a timely manner.

Changes in Established Routes:

- The DISTRICT must be informed of any changes to established routes.
- CONTRACTOR shall implement new routes as resulting from major changes in pupil population within ten (10) working days on receiving notification by the DISTRICT.
- The CONTRACTOR shall maintain daily records showing clearly the route numbers, vehicle numbers, drivers, number and names of pupils transported to each school. These records will be supplied monthly or upon reasonable request by the DISTRICT.

FIELD TRIPS AND OTHER SCHOOL SPONSORED ACTIVITIES

CONTRACTOR agrees to provide transportation service for field trips and such other school-sponsored activities as may be authorized by the DISTRICT. For field trips, the DISTRICT will contact CONTRACTOR at least ten (10) days prior to the scheduled activity.

CANCELLATION OF SCHEDULED FIELD TRIPS

The DISTRICT shall have the option to cancel any scheduled field trip upon the DISTRICT notification to the CONTRACTOR at least two (2) hours prior to the time of the first scheduled pupil pick up.

The DISTRICT agrees to pay a penalty of \$100.00 per vehicle for field trip cancellations in which two (2) hour notice has not been given.

ACCOUNTING SUMMARY REPORT

The CONTRACTOR shall provide the DISTRICT with a monthly accounting summary. This report summarizes routes by distance and time, by school, by day, pupil rider-ship, and also displays additional bus assignments requested by the DISTRICT.

ADMINISTRATION AND SUPERVISION OF TRANSPORTATION SERVICE

CONTRACTOR shall maintain staff as required for effective management and supervision of the transportation service provided to the DISTRICT pursuant to this Contract. In addition to such other personnel as may be required to administer this Contract for pupil transportation, the CONTRACTOR shall employ and assign a responsible project manager to act as CONTRACTOR's Designee in all matters relating to this Contract and the work to be done.

DRY RUNS

At least one (1) Dry Run will be conducted by CONTRACTOR for all routes prior to the beginning of a new school year and/or extended session. The cost of the Dry Run shall be borne by the DISTRICT based upon CONTRACTOR's Daily Base Rate. In the event more than one (1) Dry Run is required,

the cost of such additional Dry Runs will be borne by the CONTRACTOR. CONTRACTOR will conduct Driver orientation sessions for all drivers who will be assigned to perform services for the DISTRICT pursuant to this Contract. The driver orientation shall include, but not be limited to: pupil management; handicapped sensitivity; dealing with parents of handicapped pupils; relationships with the school and the general public; discipline on the school bus; and other pertinent information. Bus drivers will personally contact the parents two days before the start of the school year to give an approximate pick-up time.

DISTRICT DUTIES: The DISTRICT agrees to:

PROVIDE INFORMATION TO CONTRACTOR

In June of each school, the DISTRICT shall provide the CONTRACTOR with the following completed forms:

- TRANSPORTATION REQUEST
- BIOGRAPHICAL INFORMATION
- ELIGIBILITY CRITERIA

In addition, the DISTRICT will provide to the CONTRACTOR by July 31st of each year, school addresses and anticipated transportation needs.

TRAINING

The DISTRICT shall assist in the training of drivers in the supervision and control of children in cooperation with such training by the CONTRACTOR. CONTRACTOR to provide training.

ROUTING AND SCHEDULING

Regular School Calendar Year

The regular school calendar year covers the months of August through June, inclusive, consisting of approximately 180 days. Based on the pupil location, type of pupil, and school of attendance, the routing and scheduling of buses shall be the responsibility of the Contractor.

Any route or schedule changes made by the DISTRICT five (5) calendar days prior to the start of school should be implemented on the first day of school. Any route changes made beginning the first day of school should be made within 5 school days.

Extended Year Calendar

The extended school year covers all or part of the months of June, July, and August. During this period, scheduling will be based on schools providing summer school programs. The routing and scheduling of vehicles shall be the responsibility of the CONTRACTOR.

Any route or schedule changes made by the DISTRICT between twenty (20) days prior to the start of summer school and five (5) working days following the start of school, shall be implemented within the first five (5) working days of school. Changes received after the first five (5) working days shall be implemented within five (5) working days of receipt of change of change by CONTRACTOR.

ROUTE CHANGE AUDIT

The DISTRICT shall have the right to audit (for performance, mileage and routing) any or all routes and may require changes in routing and scheduling if, in its opinion, such changes would result in increased bus and seat utilization or better service to pupils or schools. In addition, the written approval of the DISTRICT is required for the addition of any buses to the contract or to any bus modification, which will result in any increase in overall charges to the DISTRICT.

INSURANCE

Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General liability,	\$5,000,000 per occurrence; \$10,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit. Any Auto and/or Owned, Non- Owned, and Hired automobiles.	\$5,000,000 per occurrence;
Sexual Abuse or Molestation	\$5,000,000
Workers Compensation	Statutory limits pursuant to State law
Property Damage	\$250,000
Employers' Liability	\$5,000,000

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental.

A. A POLICY OF Worker's Compensation Insurance covering all of its employees as required by law. CONTRACTOR will provide DISTRICT with a certificate evidencing such coverage.

INDEMNIFICATION

The CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, officers, agents and employees, volunteers, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including but not limited to legal and attorney fees, arising out of CONTRACTOR'S services provided to DISTRICT for its students under this Contract, even if such claim, damage, loss or expense is caused in part by the indemnified parties.

Claims, damages, losses and expenses arising from CONTRACTOR coming onto the facilities will be deemed to arise out of CONTRACTOR's services. There shall be no obligation to an indemnified party who is established to have been liable for willful misconduct or gross negligence.

CONTRACTOR will reimburse the DISTRICT for any expenditure, including reasonable attorney's fees, the DISTRICT may make by reason of the matters that are subject of this indemnification, and if requested by the DISTRICT will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of the CONTRACTOR and with counsel acceptable to the District.

SUBCONTRACTING AND ASSIGNMENT

The CONTRACTOR shall not enter into any subcontracts for any of the services herein without first obtaining the written approval of the DISTRICT, which approval shall not be unreasonably withheld or delayed. This Contract shall not be assigned or transferred by operation of law or otherwise without the prior written consent of the DISTRICT.

INDEPENDENT CONTRACTOR STATUS

It is agreed and understood by the parties hereto that the CONTRACTOR, its agents and employees, while engaged in carrying out and complying with any of the terms and conditions of this Contract, is an independent CONTRACTOR and is not an officer, agent or employee of the DISTRICT. CONTRACTOR shall complete and sign the Independent CONTRACTOR Questionnaire form provided as part of this Contract.

TERMINATION

If either party violates any of the covenants or duties imposed upon it by this Contract, such violation shall entitle the other party to terminate this Contract in accordance with the following procedure: The non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation or taken steps to do so, the non-defaulting party may terminate this Contract as follows: on the first business day following the last day of the 30-day default notice period, the non-defaulting party shall give the defaulting party 15 days' notice of termination. If the non-defaulting party does not provide this 15- day notice of termination, the default notice shall be deemed rescinded.

Either party may terminate this Contract for convenience upon not less than ninety (90) days prior written notice to the other party.

DISTRICT has the ability to cancel this Contract effective at the end of any Contract Year on the failure of the state legislature to provide adequate funding to allow DISTRICT to provide transportation services to students within DISTRICT. In the event DISTRICT shall elect to terminate this Contract due to state legislative funding deficiencies, DISTRICT shall give written notice to CONTRACTOR on or before May 1 prior to the end of any Contract Year for services to be rendered in the following Contract Year. In the event state funding is restored following a termination of this Contract under this Section, CONTRACTOR shall be entitled to a right of first refusal to provide continuing service to DISTRICT under this Contract.

DISPUTE RESOLUTION

Any claims arising from the Termination of this Contract or other breaches of the Contract shall be subject to resolution between the parties who shall bargain in good faith. If after ninety (90) days after the commencement of negotiations the parties are unable to reach settlement, the matter shall be resolved in the Superior Court of Contra Costa County with each party bearing its own fees and costs.

AMENDMENTS

This Contract and any of its terms may be amended or modified at any time by the mutual consent of the parties. Any actions by the District that materially changes the Contractor's cost of performing the Contract may entitle the Contractor to additional compensation. Any resulting amendment shall be in writing.

ROUTES, SCHEDULES, AND NUMBER OF BUSES

CONTRACTOR and DISTRICT shall both attempt to reduce the number of buses to be utilized hereunder. To that end, each party may suggest to the other, routes and schedules to be substituted for those originally established herein or then in force. However, the DISTRICT may, in its sole discretion, require the CONTRACTOR to add or deduct buses for any reason, including the changing of routes and schedules, at the rates established in APPENDIX A. If, for any reason, including but not limited to labor strikes or disputes, any school of the DISTRICT is totally or partially closed or inoperative during an otherwise regular school day, the cost to the DISTRICT under APPENDIX A shall be proportionately reduced if the DISTRICT so notifies CONTRACTOR prior to 6:00 a.m. any day that transportation services are not needed that day.

In the event CONTRACTOR agrees to any increases or decreases which are schedule readjustment increase or decreases, CONTRACTOR shall be afforded a period of a maximum of fifteen (15) days following implementation of such changes during which time no liquidated damages may be assessed with respect to scheduled drop-off times or availability of buses on routes, while CONTRACTOR makes operational adjustments to meet DISTRICT requirements.

PAYMENT FOR SERVICES- REGULAR SERVICE

The DISTRICT shall pay the CONTRACTOR at the base rates listed for each bus size and type on APPENDIX A attached hereto for four (4) hours of service and at the corresponding excess hourly rates for hours, or fractions hereof, in excess of four (4) hours for all pupils transported between school sites. Time charged for transportation services shall commence when the bus leaves its normal overnight parking place immediately preceding a scheduled run, and shall end when it returns to that location immediately following a scheduled run or series of consecutive runs approved by the DISTRICT, and provided that the overnight parking place is within the DISTRICT boundaries. All check-out time and cleaning time as required by State law will not be included in the daily four {4} hour requirement.

All buses and additional buses, if any, may be used for other than school-to-school transportation as directed by the DISTRICT. No additional charge will be made by the CONTRACTOR for this additional transportation unless the four (4) hour base rate of all buses has been exceeded, and /or the total miles of all buses has been exceeded. If the four (4) hours exceed the totals allowable due to the lack of performance on the part of the CONTRACTOR, the DISTRICT shall not be charged the excess rate.

PAYMENT FOR SERVICES- DAY TRIPS

CONTRACTOR agrees to make buses available as necessary, upon the request of DISTRICT, for non scheduled day trips paid for by the DISTRICT. The DISTRICT will pay for these services at the rates shown on APPENDIX A.

NONPERFORMANCE

The parties to the Contract shall be excused from performance hereunder during the time and to the extent that they are prevented from performing in the customary manner by act of God, fire, strike, loss of transportation facilities, lock-out, or commandeering of materials, products, plants, or facilities by the Government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party nonperforming.

PROPOSED SEVERABILITY AND SAVINGS

The parties hereby agree that in the event that any provision of this Contract is ruled invalid by a court of competent jurisdiction that provision will be severed and the remaining terms shall remain in full force and effect.

LIQUIDATED DAMAGES

To recover losses, it suffers (which may be immeasurable), the DISTRICT may assess liquidated damages. These damages accrue in addition to the DISTRICT'S expectation that it will not pay for any service that has not been provided. The damages will be assessed against the CONTRACTOR regardless of whether the actual failure to perform was caused by the CONTRACTOR or a subcontractor.

The DISTRICT will provide the CONTRACTOR local manager with written notice of unsatisfactory service on any route and/or schedule. The CONTRACTOR will investigate and reply to the DISTRICT with a verbal report within one (1) business day and with a written report within three (3) business days regarding the cause of the situation and steps the CONTRACTOR will take to remedy the situation.

The CONTRACTOR thereafter fails to provide satisfactory transportation services as specified herein, the DISTRICT shall:

- a. Notify the CONTRACTOR in writing within two (2) business days of failure to perform.
- b. The CONTRACTOR shall be given five (5) business days to remedy the problem.
- c. If after five (5) business days, the CONTRACTOR has not corrected the problem or provided a reasonable explanation, a liquidated damage of \$500.00 per day will be assessed, effective the seventh (7th) business day from the first date of incident(s) giving rise to the liquidated damages assessment.
- d. These provisions do not apply when delays are caused by conditions beyond the control of the CONTRACTOR. It is understood and agreed that traffic conditions are a valid reason for non

performance by the CONTACTOR.

Each CONTRACTOR-operated bus that is dispatched without the proper equipment (e.g., safety vests, car seats. Tie downs) and/or functioning 2-way radio shall be subject to the assessment of \$500.00 liquidated damages per day until corrected. Failure to notify the school involved and the DISTRICT of any late bus over twenty (20) minutes will result in an assessment of \$500.00 per route, per day. The provisions of this paragraph do not apply when delays are caused by conditions beyond the control of the CONTRACTOR, as determined by the DISTRICT.

CONFLICTS

In the event of a conflict between the provisions of this Contract and any document contained within or attached to the Request for Proposals for these services, this Contract shall control.

LAWS GOVERNING CONTRACT

This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the county of Contra Costa, in the State of California. The parties further stipulate that the county of Contra Costa, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

NOTICE TO PARTIES

All Notices to be given by the parties to this Contract shall be in writing and services by depositing the same in the United States Mail, certified mail.

Notices to DISTRICT shall be addressed to:

Jeff Carter

Executive Director
1400 Marina Way South
Richmond, CA 94804

Notices to CONTRACTOR shall be addressed to:

Contractor: _____

With a copy to: _____

West Contra Costa Unified School District:

By: _____
Associate Superintendent Business Services

Date: _____

By: _____

Date: _____

Name / Position

Appendix A

Contract for Pupil Transportation Table of Rates for Service

School-To-School Transportation 2025-2026 School Year

	<u>CAPACITY</u>	<u>RATE</u>
Van:	20 Passenger	
4 Hour Base		\$0
Additional Hours		\$0
Conventional:	59 Passenger	
4 Hour Base		\$0
Additional Hours		\$0
Monitor:		
Hourly		\$0
Extra-Curricular (Day Trips):		
Hourly Rate – up to 8 hours		\$0
Hourly Rate – over 8 hours but less than 12 hours or after 5:00 pm		\$0
Hourly Rate – over 12 hours		\$0
Rate per mile		\$0
Layover Per Diem		\$0

END OF SECTION 8

IMPORTANT NOTICE –
PROPOSAL DOCUMENTS TO BE RETURNED

Your proposal response must contain the following documents to be considered responsive:

- One original and four (4) copies of submittals
- Attachment “A” Proposal Form
- Attachment “B” Criminal Background/Fingerprinting
- Attachment “C” No-Collusion Affidavit
- Attachment “D” Bidders Statement Regarding Insurance Coverage
- Attachment “E” Workers Compensation Insurance Certificate
- Attachment “F” Contractors Representation and Certification
- Attachment “G” Data Privacy Agreement

Failure to complete, sign (where required), and return the above proposal documents with your proposal may render it non-responsive.

Attachment A

PROPOSAL FORM- RFP #2526-01

PUPIL TRANSPORTATION SERVICES

To: West Contra Costa Unified School District
Purchasing Department
1400 Marina Way South
Richmond, CA 94804

From:

Name of Bidder _____

Mailing Address _____

City, State & Zip _____

The undersigned Bidder agrees he will contract with the West Contra Costa Unified School District to provide all necessary labor, supervision, machinery, tools, apparatus, to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

RFP No 2526-01: PUPIL TRANSPORTATION SERVICES in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this contract:

- Notice of Request for Proposals
- Detailed Specifications or Scope of Work
- Instructions To Bidders
- Terms and Conditions
- Disclosure of Contract Renewal
- Criminal background Investigation/ fingerprinting certification
- Bidder's Statement Regarding Insurance Coverage
- Workers' Compensation Insurance Certificate
- Non-Collusion Affidavit
- Contractor Representation and Certification

Addendum #1 _____

Addendum #2 _____

Attachment A

PROPOSAL FORM- RFP #2526-01

**PUPIL TRANSPORTATION SERVICES
COST PROPOSAL FORM**

School to School Transportation for Regular School Year and Extended School Year:

	<u>Capacity</u>	<u>Rate</u>
Van:	20 Passenger	
4 Hour Base		\$0.00
Additional Hours		\$0.00
Conventional:	59 Passenger	
4 Hour Base		\$0.00
Additional Hours		\$0.00
Monitor:		
Hourly		\$0.00
Extra-Curricular:		
Hourly Rate - up to 8 hours		\$0.00
Hourly Rate - over 8 hours but less than 12 hours or after 5:00p.m.		\$0.00
Hourly Rate- over 12 hours		\$0.00
Rate Per Mile		\$0.00
Layover Per Diem		\$0.00

Attachment A

PROPOSAL FORM- RFP #2526-01

PUPIL TRANSPORTATION SERVICES

Return original RFP's to: West Contra Costa Unified School District
Purchasing Department
1400 Marina Way South
Richmond, CA 94801

- › Prices shall be for the services rendered.
- › Bidder shall honor bid prices for ninety (90) days or for the stated contract period – whichever is longer.
- › **Bids must be on this Proposal Form and signed by vendors'/bidders' authorized representative.**
- › **BIDDER TO READ: NO BID IS VALID UNLESS SIGNED BY THE AUTHORIZED REPRESENTATIVE MAKING THE QUOTE.**

I have read, understand, and agree to the terms and conditions on all pages of RFP #2526-01. The undersigned agrees to furnish the service stipulated on this RFP as stated above.

Company Name: _____

Address, City, State, Zip: _____

Company Phone No. _____

Company Fax No. _____

Name (print): _____

Signature: _____

Title of person signing RFQ: _____

Date: _____

End of Proposal Form

Attachment B

(SUBMIT WITH BID)

**CRIMINAL BACKGROUND INVESTIGATION/
FINGERPRINTING CERTIFICATION**

CONTRACT NO.: RFP #2526-01: PUPIL TRANSPORTATION SERVICES between the West Contra Costa Unified School District (“District”) and (“Contractor”).

The undersigned does hereby certify to the governing board of the West Contra Costa Unified School District as follows:

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

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

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

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

Name: _____

Title: _____

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

Date: _____

Name of Company: _____

Signature: _____

Name of Authorized Signer: _____

Title of Authorized Signer: _____

END OF ATTACHMENT B

Attachment C

Non-Collusion Affidavit

**To Be Completed and Notarized
(SUBMIT WITH BID)**

(State of California - County of Contra Costa County)

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

Date	Signed at (Place)
Bidder Name	Authorized Representative (Person, Firm, Corp.)
Address	Representative's Name
City, State, Zip	Representative's Title

END OF ATTACHMENT C

Attachment D

**BIDDER'S STATEMENT REGARDING
INSURANCE COVERAGE
(SUBMIT WITH BID)**

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Invitation for RFP #2526-01 PUPIL TRANSPORTATION SERVICES. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the West Contra Costa Unified School District as Additional Insured for the work specified.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

END OF ATTACHMENT D

Attachment E

**WORKER'S COMPENSATION INSURANCE CERTIFICATE
(SUBMIT WITH BID)**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

ATTEST:

By _____
Signature

Title

END OF ATTACHMENT E

Attachment F

CONTRACTOR REPRESENTATION AND CERTIFICATION

(SUBMIT WITH BID)

The undersigned hereby affirms that:

He/she is a duly authorized agent of the Contractor (corporate or other authorization confirmation may be requested prior to final contract execution).

The offer is being offered independently of any other Contractor's and is in full compliance with the collusive prohibitions of this State. The Contractor certifies that no employee of its firm has discussed, or compared the bid with any other Contractor or District employee, and has not colluded with any other Contractor or District employee.

The Contractor will accept any awards made to it as a result of this solicitation if the acceptance is made within 180 calendar days after the bid due date.

I hereby certify that I am submitting the following offer as my firm's bid. I understand that by virtue of executing and returning with this bid this required response form, I further certify full, complete and unconditional acceptance of the contents of this Solicitation (except as may be noted in the offer). I also agree to be bound by any and all specifications, terms and conditions, contract document, accepted offer and other documents of the Solicitation.

Submitted: _____ Title: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____

By: _____ Date: _____

Manual Signature of Agent(s)

Name and Title of Authorized Agent

END OF ATTACHMENT F

Attachment G

DATA PRIVACY AGREEMENT

(SUBMIT WITH BID)

Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is entered into by and between the West Contra Costa Unified School District ("District") and _____ ("Vendor") whose address is _____ for the purpose of permitting Vendor to perform services for the District for period covering _____ through _____. The District and Vendor may be referred to herein individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the District, a California public school district and recipient of public funds, maintains records protected from disclosure by various laws, including without limitation the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) ("FERPA"), FERPA's implementing regulations (34 C.F.R. 99.1-99.67) ("FERPA Regulations"), Education Code 49073 et seq., and Article II of the California Constitution (collectively the "Confidentiality Laws"); and

WHEREAS, Vendor, in the course of providing services to the District as contractor and as authorized by law, may be provided access to records protected from disclosure by the Confidentiality Laws; and

WHEREAS, 99.31 of the FERPA Regulations permits the District to disclose protected records to a contractor with a legitimate educational interest in the record, provided that the contractor (1) performs an institutional service or function for which the District would otherwise use employees, (2) is under the direct control of the District with respect to the use and maintenance of education records, and (3) is subject to the requirements of 99.33(a) of the FERPA Regulations governing the use and redisclosure of personally identifiable information from education records; and

WHEREAS, the Parties desire for Vendor to comply with all Confidentiality Laws to ensure the prevention of any unauthorized disclosure of all confidential records and information of the District.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Intent.** This Agreement is entered into for the purpose of complying with applicable law, and shall be so construed. Accordingly, Vendor hereby acknowledges and affirms its compliance with the Confidentiality Laws, and any other law relating to the confidentiality and privacy of records. Moreover, Vendor hereby agrees that Vendor and Vendor's officers, employees, and agents (collectively referred to herein as "Vendor's Personnel") shall comply with all applicable law relating to the subject matter of this Agreement, including without limitation the Confidentiality Laws.

2. Confidential Information. The District, in its sole and absolute discretion, may choose to provide Vendor and Vendor's Personnel with access to records that are protected from disclosure by various laws ("Confidential Information"), provided that the access may lawfully be given under the applicable Confidentiality Laws. The District, in its sole and absolute discretion, may provide Vendor with access to Confidential Information that is protected from disclosure by FERPA if Vendor has a legitimate educational interest pursuant to 99.31 of the FERPA Regulations. In the event that the District, in its sole and absolute discretion, permits Vendor access to Confidential Information, Vendor and Vendor's Personnel shall hold the Confidential Information in trust for the District's benefit, and shall, in addition to any other obligation imposed by this Agreement or law, utilize the utmost care at all times to adopt and follow practices and procedures to prevent the unauthorized disclosure of any Confidential Information.
3. Nondisclosure. Should District, in its sole and absolute discretion, choose to permit Vendor and Vendor's Personnel access to Confidential Information, Vendor acknowledges and agrees that Vendor and Vendor's Personnel shall use the Confidential Information solely in connection with performance by Vendor of the services provided to the District, and shall not use the Confidential Information for any other purpose without the prior written consent of the District. Vendor acknowledges and agrees that Vendor will not disclose Confidential Information to any other person or entity, including, but not limited to, artificial intelligence, ("Entity") without the prior consent of the parent or eligible student, except that Vendor's Personnel may use the Confidential Information, but only for the purposes for which the disclosure was made. In no event shall Vendor or Vendor's Personnel disclose or permit the disclosure of Confidential Information, or any files, compilations, studies, reports, or analyses that contain personally identifiable information ("Derivative Product"), to any person or Entity that is not a Party to this Agreement without the prior written consent of District. Vendor shall not distribute, disclose, or disseminate any Confidential Information to any person or Entity, except that Vendor may disclose Confidential Information to Vendor's Personnel if necessary to perform Vendor's Personnel's function. Disclosure to Vendor's Personnel shall be limited to Confidential Information that is necessary to perform Vendor's Personnel's services and that is related to the legitimate educational interest for which the Confidential Information was disclosed.
4. Subpoenas and Judicial Orders. Notwithstanding any other term of this Agreement, Vendor may disclose Confidential Information received from District when required to do so by law, judicial body or government agency, provided that Vendor complies with applicable law in doing so. If Vendor or Vendor's Personnel are served with any subpoena, court order, or other legal process seeking disclosure of Confidential Information, Vendor shall provide District notice of the subpoena, court order, or other legal process within forty-eight (48) hours of receipt or upon a shorter time frame as necessary so that District may exercise any applicable legal rights and remedies. In no event shall Vendor or Vendor's Personnel voluntarily disclose Confidential Information without a subpoena, court order, or other legal process unless and until Vendor has given all required notices to and received any consent required from the District, parent and/or eligible student. Vendor agrees and acknowledges

that a violation of this paragraph shall be a material breach of this Agreement.

5. Breach. If Confidential Information in the possession of Vendor is accessed or disclosed in a manner that is not authorized under this Agreement or the Confidentiality Laws, including, but not limited to, if a system maintained by Vendor containing Confidential Information is breached, Vendor shall notify the District in writing without delay. Vendor shall be solely responsible for compliance with any legally required notifications resulting from the breach, including without limitation notifications to affected persons, and Vendor shall reimburse the District for all reasonable costs of any notification the District, in its sole discretion, deems appropriate, regardless of whether the notification is mandated by law.
6. Indemnity. To the furthest extent permitted by California law, Vendor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, volunteers, and trustees (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, data disclosure, data access, data breach, and consultants and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties.
7. Return and Destruction of Materials. Vendor shall immediately return any and all Confidential Information and Derivative Product upon District's request. In addition, Vendor shall immediately return or destroy, as instructed by the District, all Confidential Information and Derivative Product upon the termination of this Agreement, the termination of all agreements for which the disclosure of any Confidential Information to Vendor is authorized, or when any Confidential Information is no longer needed for the purpose for which it was obtained, whichever is earlier. Nothing in this Agreement authorizes Vendor to maintain Confidential Information or Derivative Product beyond the time period reasonably needed to complete performance of the services provided to the District.
8. Disclosure to Third Parties. Pursuant to 99.67 of the FERPA Regulations, if the Department of Education finds that Vendor improperly discloses personally identifiable information from education records in violation of 99.33 of the FERPA Regulations or fails to provide the notification required under 99.33 of the FERPA Regulations, then Vendor shall be prohibited from accessing any personally identifiable information from education records for at least five (5) years.
9. Vendor Employees. Vendor shall require all of Vendor's Personnel to comply with the terms of this Agreement, all applicable laws relating to the subject matter of this Agreement, and all lawful instructions given to Vendor by the District relating to the subject matter of this Agreement.

10. Further Assurances and Instructions. The Parties shall execute all documents and do any and all further acts as may be necessary to implement and carry out the intent of this Agreement, and to comply with applicable law. Vendor acknowledges that, to the extent it receives education records, it must be under the direct control of the District with respect to the use and maintenance of the education records. Accordingly, Vendor shall comply with all lawful instructions from the District relating to the use and maintenance of all education records.
11. Digital Services and Software. To the extent that this Agreement qualifies as a contract (1) to provide services, including cloud-based services, for the digital storage, management, and retrieval of pupil records, or (2) to provide digital educational software that authorizes a third- party provider of digital educational software to access, store, and use pupil records for the purposes of Education Code 49073.1, the Parties agree as follows:
 - 11.1. Ownership. All pupil records/education records are Confidential Records, and to the extent that Confidential Records are disclosed by the District to Vendor, those Confidential Records shall remain the property of and subject to the control of the District. To the extent that Vendor possesses Confidential Information, it shall hold the Confidential Information in trust for the benefit of the District and shall comply with all lawful instructions from the District regarding the Confidential Information.
 - 11.2. Pupil Access. Notwithstanding the foregoing, pupils may retain possession and control of their own pupil-generated content, if applicable, by submitting a request to Vendor or the District. Upon receipt of pupil's request, the recipient Party shall promptly notify the other Party of the request, and the Parties shall work cooperatively to effectuate the pupil's request. Vendor shall comply with all lawful instructions from the District relating to the request, including without limitation the effectuation of the request.
 - 11.3. Vendor Personal Use Prohibited. Vendor and Vendor's Personnel shall not use any Confidential Information for any purpose other than those required or specifically permitted by this Agreement.
 - 11.4. Correction of Information. Notwithstanding the foregoing, a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information by submitting a request to Vendor or the District. Upon receipt of the request, the recipient Party shall promptly notify the other Party of the request, and the Parties shall work cooperatively to effectuate the pupil's request.

Vendor shall comply with all lawful instructions from the District relating to the request, including without limitation the effectuation of the request.

- 11.5. **Ensuring Confidentiality.** Without limiting or narrowing any obligation to preserve confidentiality found elsewhere in this Agreement or applicable law, Vendor shall, at a minimum, take the following actions to ensure the security and confidentiality of Confidential Information: (1) Vendor shall regularly train Vendor's Personnel regarding their security and confidentiality obligations; (2) Vendor shall obligate Vendor's Personnel to effectuate and abide by the terms of this Agreement; (3) Vendor shall comply with industry standards regarding information security; and (4) Vendor shall only permit trained and qualified personnel access to Confidential Information.
- 11.6. **Unauthorized Disclosure Notification.** In the event that Confidential Information is accessed or disclosed in a manner that is not authorized under this Agreement or the Confidentiality Laws, the Vendor shall notify the District of the breach. Thereafter, District shall notify the affected parent, legal guardian, or eligible pupil in conformance with applicable law and this Agreement.
- 11.7. **Non-Retention Certification.** Vendor certifies that, in accordance with this Agreement, Confidential Information shall not be retained or available to Vendor or Vendor's Personnel upon the completion of Vendor's services for which the disclosure was authorized. This certification may be enforced by any lawful means, including, without limitation, through civil or administrative action. This paragraph shall not apply to pupil-generated content if the pupil chooses to establish or maintain an account with Vendor for the purpose of storing that content.
- 11.8. **Joint-Compliance.** The Parties shall work cooperative to jointly ensure compliance with FERPA. Vendor shall comply with all lawful instructions from the District relating to compliance with FERPA and the FERPA Regulations. Compliance includes without limitation permitting District, upon District's request, to inspect the Confidential Information and Derivative Product.
- 11.9. **Targeted Advertising.** Vendor shall not use personally identifiable information in Confidential Information and Derivative Product to engage in targeted advertising.
12. **Injunctive Relief.** Vendor acknowledges and agrees that any breach or threatened breach by Vendor or Vendor's Personnel of this Agreement will cause serious and irreparable harm to the District that cannot be adequately compensated by monetary damages and that the District may seek injunctive relief from an appropriate court to protect the District from harm without necessity of bond or other security.
13. **Law & Forum.** This Agreement shall be governed by and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in

which the District's administrative offices are located.

14. Term & Termination. This Agreement shall take effect upon its execution by both Parties and shall remain in effect until terminated by either Party upon written notice or as otherwise described herein ("Term"). In the event that either Party elects to terminate this Agreement, Vendor must return or destroy the Confidential Information in the manner described in the paragraph entitled "Return and Destruction of Materials" of this Agreement. Notwithstanding the forgoing, Vendor's obligation to maintain the confidentiality of the Confidential Information shall survive the Term of this Agreement.
15. 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.
16. No Third Parties Benefited. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties and their respective successors and assigns, any rights or benefits under or by reason of this Agreement. This Agreement is for the sole benefit of the Parties.
17. Integration. It is expressly understood and agreed that this Agreement contains the entire agreement and understanding of the Parties concerning the specific subject matter of this Agreement, and merges, supersedes and replaces all prior discussions, understandings, negotiations, agreements, representations, conditions, warranties, covenants, and all other communications between the Parties, whether written or oral, relating to the matters covered by this Agreement.
18. Waiver. No provision herein may be waived unless in writing and signed by the Party or Parties whose rights are thereby waived. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein. This Agreement may be modified or amended only by written agreement executed by the Parties.
19. Assignment. The obligations of the Vendor pursuant to this Agreement shall not be assigned by the Vendor without the express written permission of the District.
20. Notices. Any notice to a Party required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

West Contra Costa Unified School District
Information Technology Services
1300 Potrero Avenue, Richmond CA 94804
ATTN: Chief Technology Officer

VENDOR

ATTN: _____

- 21. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

DISTRICT

West Contra Costa Unified School District

Dated: _____

By: _____

Print Name: _____

Title: _____

VENDOR

Dated: _____

By: _____

Print Name: _____

Title: _____

**** END OF RFP DOCUMENT****