Los Gatos-Saratoga Union High School District

Business Services Department
17421 Farley Road West,
Los Gatos, California 95030

REQUEST FOR PROPOSALS ("RFP") FOR SPECIAL EDUCATION PUPIL TRANSPORTATION SERVICES - THE LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT RFP # 2026-9-2027

March 2026

The Los Gatos-Saratoga Union High School District ("District") is requesting submission of statements of proposals ("Proposals" or "Bids") from qualified persons, firms, partnerships corporations, associations or professional organizations ("Firm(s)") for Pupil Transportation Services ("Services") for special education students 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, either: **(a)** in hard copy -- (1) original and two (2) copies of requested materials to:

Los Gatos-Saratoga Union High School District

Business Services Department
17421 Farley Road West,
Los Gatos, California 95030

-or-

(b) Electronically: submit two PDFs to dcarota@lgsuhsd.org "RFP [RFP #] – Technical – [Firm Name].pdf" and "RFP [RFP #] – Price – [Firm Name].pdf." Email subject line (or portal title) must read: "RFP [RFP #] – Pupil Transportation Services – [Firm Name]". Digital signatures are acceptable. Facsimile submissions are not permitted. For electronic submissions, Attachments A–G (outlined on page 52) may be executed with digital signatures and included within the Technical Proposal PDF.

Questions regarding this RFP must be emailed to dcarota@lgsuhsd.org, attention Dustin Carota, Director of Special Education, on or before [April 9, 2026]. The District will respond to questions presented via formal addenda to this Request for Proposal. Communication with District staff or Board members other than the Point of Contact is prohibited and may result in disqualification.

All Proposals must be received on or before [April 16, 2026] no later than 2:00 p.m. Pacific Time. Late responses will not be accepted. Electronic submissions are time-stamped by the District's email/portal system; hard-copy submissions are time-stamped upon receipt. There will be no public opening; a list of respondents will be made available after the deadline.

Proposals must be signed by an authorized company representative and submitted in sealed packaging (for hard copies) or via the approved electronic method as outlined in this RFP. If both hard copy and electronic are submitted, the electronic file will be used for official time-of-receipt.

Thank you for your interest in working with the Los Gatos-Saratoga Union High School District.

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 Los Gatos-Saratoga Union High School District a written request for an interpretation or correction. Requests for interpretations shall be emailed to dcarota@lgsuhsd.org no later than [April 9, 2026]. When the Los Gatos-Saratoga Union High 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 Los Gatos-Saratoga Union High 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 Los Gatos-Saratoga Union High 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 Los Gatos-Saratoga Union High School District is responsible for advising the District that they have a set of contract documents and wish to receive subsequent Addenda.

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SECTION 1 - GENERAL INVITATION

PURPOSE

The Los Gatos-Saratoga Union High School District (hereinafter referred to as "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 District seeks to enter into a best-value, multi-award contract with qualified Contractor(s) to provide Specialized Student Transportation, including home-to-school and school-to-home service for students with disabilities (IEP/504), transportation to and from vocational and community-based instructional programs, and other District-directed trips. Services will emphasize safety, reliability, communication, and cost effectiveness for an estimated 30–40 students, approximately 95% of whom receive special education services. The District reserves the right to award one or more contracts to meet capacity, geographic, or performance needs

EXISTING ENVIRONMENT

The District currently provides transportation for its special education students through a coordinated model that includes Joint Powers Authority ("JPA") services as well as contracted services from two private transportation providers, consistent with California Education Code Sections 39801 and 39802. These administrative and transportation services are billed to the District on a monthly basis.

METHOD OF SOURCE SELECTION

The District must obtain approval from the Los Gatos-Saratoga Union High School District Board of Education to enter into a contract or agreement with the vendor for this project. The anticipated contract award date is [May 7, 2026].

Award will be made on a best-value basis considering price and non-price factors as outlined in section 5 of this Request for Proposal; the District is not required to accept the lowest price. The District expressly reserves the right to award to multiple Contractors.

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 their 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 Santa Clara County, California.

INCURRING COSTS

The Los Gatos-Saratoga Union High School District is not liable for any cost incurred by vendors in responding to this Request for Proposal.

DEADLINE

All forms must be completed, signed, and returned with the Proposal. Mailed/couriered hard copies are received at the Business Services Department address above; electronic submissions are received via the District's email/portal listed on page 1. Facsimile submissions are not accepted. Any proposer may withdraw its response by written request prior to the deadline. No proposer may withdraw for sixty (60) calendar days after the deadline.

The District reserves the right to reject any or all proposals, to accept or reject any one or more items of a proposal, or to waive immaterial irregularities or informalities.

END OF SECTION 1

SECTION 2 – OVERVIEW

INTRODUCTION

In accordance with Education Code Section 39800, et seq., District seeks to enter into a two 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 special education pupils to school sites and programs within Santa Clara County and surrounding areas. Final transportation rates will be negotiated with the successful contractor(s).

BACKGROUND

District is a high-performing public high school district located in Santa Clara County, California. The District operates two comprehensive high schools and consistently ranks among the strongest academic districts in the state. District serves students in grades 9–12, drawing from the communities of Los Gatos, Saratoga, and surrounding feeder elementary districts.

SCHOOLS:

High – 2
Nonpublic, Non Sectarian School – 1

SERVICE PROFILE

Anticipated cohort size is 30–40 students, primarily students with disabilities (about 95%). A a mix of one-to-one and shared-ride services is anticipated. Transport includes home-to-school and vocational/community-based placements on school days, with set schedules and limited parent-initiated modifications pursuant to Section 3.

END OF SECTION 2

SECTION 3 - SCOPE OF WORK

3.0 - OVERVIEW

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 students including home-to-school and school-to-home service for students with disabilities (IEP/504), transportation to and from vocational and community-based instructional programs, and other District-directed trips. The Contractor shall transport special education students to and from 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.

All notices shall be provided in accordance with the Notice provisions of the Sample Contract.

The qualifications outlined throughout this Section 3 reflect the District's preferred standards for Contractor performance. While the District encourages all prospective Contractors to meet these qualifications in full, the District reserves the right to award contract(s) at its sole discretion, regardless of whether every preferred qualification is satisfied. Should a prospective Contractor be unable to meet any listed qualification, the Contractor shall notify the District via email and specify which qualification(s) it believes cannot be met.

3.1 – SERVICE TYPES

- Home to School / School to Home (IEP/504).
- Vocational & Community-Based Program Transport.
- Field Trips and Extra-Curricular Activities as directed by the District (see §3.12).

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

3.2 - TRANSPORTATION JURISDICTION

The Contractor or Contractors shall provide home-to-school and school-to-home transportation services for eligible special education students residing within the boundaries of the District. Services shall include the safe, reliable, and timely transport of pupils between their residences and designated District school sites, in full accordance with District policies, established routes, and applicable state and federal regulations.

3.3 – SHARED RIDE POLICY

Unless an IEP/504 mandates one-to-one transportation, the District permits shared-ride assignments. The Contractor shall:

1. Group students by compatible needs and geography.
2. Ensure maximum one-way ride time ≤ 60 minutes absent documented exceptions (see §3.4 for exceptions).
3. Maintain pickup windows of –5/+10 minutes of the scheduled pickup time.

3.4 – TRAVEL TIME AND PICKUP WINDOWS

The Contractor shall deliver pupils to their respective schools at the time agreed on the confirmation and not more than fifteen (15) minutes before classes convene. The maximum one-way ride time is 60 minutes, unless (a) the home school is in excess of fifteen (15) miles from the expanded-learning program school, or (b)

abnormal weather, traffic, or other unusual conditions apply as stated in the Force Majeure section.
Pickup Window: The Contractor shall maintain a pickup window of –5/+10 minutes from the scheduled time.
Transportation for study trips and other extra-curricular activities will be scheduled individually and may be exempt from the preceding limits where appropriate.

3.5 – COMMUNICATION, TECHNOLOGY & DISPATCH

a) GPS & Parent App. The Contractor shall provide real-time GPS tracking with parent/guardian access to live ETAs and configurable push/SMS alerts.

b) Delay Notifications. Proactive notification to parent/guardian and the school is required if ETA is >10 minutes late for pickup or drop-off; delays >20 minutes require a live phone call and escalation to District dispatch.

c) Live Dispatch During Service Hours. Live dispatch shall be reachable by phone during all service hours, with a documented escalation tree shared with the District.

d) Outage Contingencies. The Contractor shall maintain procedures to continue safe operations and communications during technology or power outages (e.g., manual calling trees, paper route packs, alternate radios).

e) Radios/Phones. Each vehicle shall be equipped with radios/phones for communication to a base station dispatch terminal. A citizens band radio is not allowed. All communication equipment must be maintained in good working condition at all times.

3.6 – TECHNOLOGY AND CAMERAS

All vehicles shall have functioning forward-facing and cabin-facing cameras recording during service, with minimum 30-day retention and secure access for the District upon request, consistent with Attachment G – Data Privacy Agreement. Camera use shall comply with applicable privacy laws and District policy.

3.7 VEHICLES, TERRAIN & EQUIPMENT

a) Vehicle Mix. Sedans, SUVs, minivans, wheelchair vans, and small buses are permitted as authorized under applicable law and regulation (Education Code, CHP/Title 13, and, where applicable, PUC TCP requirements).
b) Terrain Readiness. For hillside/narrow-road routes, vehicles must have suitable power/clearance/traction (e.g., AWD where needed), and drivers must be trained for such conditions.
c) Restraints & Car Seats. Drivers shall ensure proper securement of restraints/harnesses for the full trip (including wheelchair pupils).
d) Vehicle Certification & Permits.

- The average vehicle age shall be no older than eight (8) years, and no bus shall exceed ten (10) years on July 1 of each school year.
- All Class 1 buses shall be equipped with air brakes.
- All vehicles shall have air conditioning and individual seat belts or harnesses.
- Vehicles transporting pupils in wheelchairs shall have hydraulic lifts with manual override.
- The Contractor shall submit to the District a current vehicle manifest.
  e) Special/Modified Equipment. If law or regulation changes require equipment installation/modification, the Contractor shall make such changes at its own cost.
  f) Mechanical Condition & Appearance. Vehicles shall be in excellent mechanical condition and

clean/sanitary with excellent exterior/interior appearance throughout the term.
g) Inspections. The District may inspect vehicles at any time. A copy of each vehicle's yearly TCP or municipal inspection shall be sent to the Transportation Services Coordinator. Inspections must be conducted at a BAR-licensed facility per PUC D.13-09-045 19-point standards (unless already subject to a statutory program). Vehicles deemed unfit shall be replaced at the Contractor's expense with equivalent capacity and required special-education equipment installed.

3.8 DRIVER QUALIFICATIONS, TRAINING & CONTINUITY

a) Licenses & Records. All drivers must hold valid California driver's licenses appropriate to vehicle type; the Contractor shall maintain DMV pull-notice records and furnish monthly summaries upon request.
b) Background & Health. Drivers shall pass criminal background checks and fingerprinting (LiveScan), have satisfactory driving records consistent with EC §39877, complete required medical exams (with Medical Examiner's Certificates), meet TB testing, and be subject to random drug/alcohol testing.
c) Moral Character. Contractor personnel must be of stable personality and high moral character; any personnel whose conduct may expose a child to impropriety shall be removed.
d) Special Training. Drivers who lift students shall receive training in proper lifting techniques and care of students with disabilities; proof of training shall be provided upon request.
e) Time Schedules & Materials. Drivers shall carry up-to-date route sheets, area maps, and a timepiece, and maintain established schedules.
f) Driver Continuity. The Contractor shall maintain driver/route continuity ≥ 90% of scheduled service days. Drivers shall be permanently assigned to the same route whenever possible.
g) Standby Personnel. The Contractor shall maintain and submit a standby driver list prior to commencement of work and keep it current for backup coverage when regular personnel are absent.
h) Evaluation. The Contractor shall evaluate drivers at least once each semester (safety, compliance, routing, pupil handling). Copies shall be retained for the duration of employment plus one (1) year and provided upon request. After any at-fault accident, the driver shall be re-evaluated and retrained.
i) Pre-Employment Screening. The Contractor shall maintain a pre-employment screening program to assess suitability for assignment to special-needs transportation.

3.9 – SCHEDULING & PARENT FLEXIBILITY

a) Parent-Initiated Changes. Through the parent app/portal, accept same-day changes ≥ 2 hours before pickup; changes inside 2 hours shall be handled by dispatch on a best-effort basis.
b) No-Show Protocol. Two consecutive no-shows shall trigger a District/parent check-in; service may be paused until reconfirmed.
c) Routing & Scheduling – Regular School Year.

- The regular school calendar year covers August through June (≈180 days).
- Based on pupil location, pupil type, and school of attendance, routing and scheduling are the Contractor's responsibility.
- Route/schedule changes made by the District ≥20 working days prior to the start of school and within the first 20 working days shall be implemented within those first 20 working days; changes after the first 20 working days shall be implemented within five (5) working days.

d) Extended Year.

- The extended school year covers part or all of June–August and will be scheduled around summer programs.
- Changes made by the District between twenty (20) days prior to the start and five (5) working days following the start shall be implemented within the first ten (10) working days; changes received after the first five (5) working days shall be implemented within five (5) working days.

e) Route Changes & Records.

- The District must be informed of any changes to established routes or schedules.

- Implement new routes resulting from major pupil-population changes within ten (10) working days of District notification.
- Maintain daily records (route numbers, vehicle numbers, drivers, number and names of pupils per school); provide monthly or upon request.
- District reserves the right to change school hours, routes, and schedules at any time; the Contractor shall implement changes expeditiously within the stated timeframes.
- Implement additions of transportation for a student within five (5) business days of District transmittal.

3.10 KPIs, REPORTS & STATE/FISCAL DATA

a) Performance KPIs (Monthly, by route and aggregate).
- On-Time Performance (OTP): ≥ 95% within –5/+10 pickup window.
- Missed Pickups: ≤ 0.25% of scheduled trips/month.
- Parent Delay Notifications: ≥ 99% compliance when thresholds are met.
- Driver Continuity: ≥ 90% same primary driver per student per month.
- Complaint Closure: 100% within 5 business days.

b) Incident & Complaint Workflow. Categorize incidents (missed pickup, late, equipment, conduct). Verbal report within 1 business day; written report within 3 business days including root cause and corrective actions. A monthly complaint register shall be submitted to the District.
c) **Information for State Reports.** Provide monthly (by the 15th) vehicle miles and pupil counts by vehicle, and an annual report (by July 30) of average pupils transported and distances.
d) **Accounting Summary Report.** Provide a monthly accounting summary showing routes by distance/time, by school/day, student ridership, and additional bus assignments.
e) **Operational Records.** Provide any and all operational records requested by the District within ten (10) business days.

Schedules and timelines shall align with and be implemented in accordance with the Sample Contract where applicable.

3.11 – IMPLEMENTATION & TRANSITION

a) 30-Day Ramp-Up. Provide a detailed implementation plan covering staff onboarding, vehicle staging, safety checks, and route validation.
b) Data Import. Import District-provided student, route, and schedule data into the Contractor's routing and parent communication systems.
c) Parent Onboarding. Distribute parent app access instructions, opt-in SMS, and support contacts; conduct parent webinars or office hours as requested by the District.
d) Dry Runs & Orientation. Conduct at least one (1) Dry Run for all routes prior to each new school year and/or extended session. The first Dry Run shall be paid by the District at the applicable Daily Base Rate; any additional Dry Runs required by the District shall be at Contractor's cost. Contractor will conduct driver orientation (pupil management, disability sensitivity, parent interactions, discipline, public relations, and District procedures). Drivers will contact parents two (2) days before the start of school with approximate pickup times.

3.12 – FIELD TRIPS & OTHER SCHOOL-SPONSORED ACTIVITIES

Provide transportation for field trips and other District-authorized activities. The District will provide at least ten (10) days' notice. The District may cancel a scheduled field trip with at least two (2) hours' notice prior to first pickup; otherwise, a $100.00 per vehicle cancellation fee applies.

3.13 – DISTRICT RIGHT TO ADD/USE MULTIPLE CONTRACTORS

The District may assign routes by zone/student cohort and activate secondary Contractor(s) at any time for capacity, cost, or performance reasons. The District, at its sole discretion, may elect to provide all or part of the routing/scheduling services and may award, adjust, or modify all or part of the Transportation Contract.

3.14 - COMPLIANCE WITH LAW & NON-DISCRIMINATION

The Contractor, its employees, and agents shall comply with all applicable Federal, State, and local laws, rules, regulations, and ordinances (including but not limited to fingerprinting under Education Code §45125.1; confidentiality of records; Education Code §49406; labor compliance; immigration; prevailing wage; California Education Code; CHP HPH 82.7; Cal/OSHA Safety Orders; Title 5, Ch. 1, Subch. 5; and Title 13, Motor Vehicles, as applicable to pupil transportation).

There shall 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, consistent with applicable Federal and California law (including FEHA Gov. Code §12900 et seq. and Labor Code §1735).

3.15 – AUTHORIZED PASSENGERS

Drivers shall not transport any person except a pupil enrolled within the jurisdiction of the Superintendent, or an employee of the Superintendent/Contractor, without prior District permission.

3.16 – ACCIDENT REPORTING & LOST/MISSING STUDENT

All accidents or incidents involving the Contractor's equipment, personnel, or pupils shall be reported in writing within five (5) working days. A preliminary oral report must be made to the District within thirty (30) minutes following an accident, including injuries/fatalities and general property damage. Parents and the school of attendance shall be notified as soon as possible, with student whereabouts disclosed. Follow-up written reports shall continue until all facts are reported; submit legible copies of responding police and Contractor investigator final reports within ten (10) working days or upon completion, whichever comes first.

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

These requirements are in addition to, and not in lieu of, those in the Sample Contract. In any conflict, the Sample Contract controls.

3.17 – COMPLAINTS

The Contractor shall keep complete and accurate records of all written and oral complaints from any source (District staff/agents, parents/guardians, State/Federal agencies, other districts). A monthly complaint report and actions taken shall be provided to the District and shall align with the workflow and closure timelines in §3.10(b).

3.18 - CONTRACTOR'S FACILITIES – VEHICLE PARKING

a) Maintenance. Maintain a facility/garage equipped and staffed for preventative maintenance and repairs.
b) Location. Maintenance and administrative facilities shall be maintained in Santa Clara County.
c) Administrative & Support Staff. Staff facilities adequately to administer and support the program,

including personnel to receive/place calls and monitor radio/dispatch during pupil transportation hours. Provide a private line dedicated to District business at no cost to the District.

3.19 - LIQUIDATED DAMAGES (LDs)

Liquidated damages shall be assessed in the same form, manner, and amounts as set forth in Section 27 of the Sample Contract attached to the RFP, which is incorporated herein by reference as though fully set forth.

3.20 - ROUTING AND SCHEDULING

Route ID	Service Type	Service Window	Approx Daily Mileage	Destination
R-1	Home ↔ School (Roundtrip)	School Start: 8:00 AM School Dismissal: 2:00 PM	Potential Route 1 Roundtrip: **23.4 Miles** Potential Route 2 Roundtrip: **6.6 Miles**	West Valley College
R-2	Home ↔ School (Roundtrip)	School Start: 8:00 AM School Dismissal: 2:00 PM	Potential Route 1 Roundtrip: **27 Miles** Potential Route 2 Roundtrip: **16.8 Miles**	West Valley College
R-3	Home → School (AM Only)	School Start: 8:30 AM	Roundtrip: **9.6 Miles**	West Valley College
R-4	Home → School (AM Only)	School Start: 8:25 AM	Roundtrip: **37.2 Miles**	Saratoga High School
R-5	Home ↔ School (Roundtrip)	School Start: 8:35 AM School Dismissal: 2:35 PM	Roundtrip: **28.2 Miles**	Saratoga High School
R-6	Home ↔ School (Roundtrip)	School Start: 9:00 AM School Dismissal:	Potential Route 1 Roundtrip: 31 miles	The Bay School

		2:10 PM		
R-7	Home ↔ School (Roundtrip)	School Start: 9:00 AM School Dismissal: 2:45 PM	Roundtrip: **20.6 Miles**	Creekside School
R-8 (End of Adroit)	Home ↔ School (Roundtrip)	School Start: 8:30 AM School Dismissal: 2:45 PM	Roundtrip: **22 Miles**	Hester School
R-9	Home ↔ School (Roundtrip)	School Start: 8:30AM School dismissal: 3:40pm or 2:50 pm	Roundtrip: **18.8 Miles**	DEL MAR HIGH SCHOOL
R-10	Home ↔ School (Roundtrip)	School Start: 8:00AM School dismissal: 2:00pm	Roundtrip: **10.2 Miles**	NCA WEST VALLEY COLLEGE
R-11	Home ↔ School (Roundtrip)	School Start: 8:00AM School dismissal: 2:30pm	Roundtrip: **20.6 Miles**	NCA SPECTRUM SAN JOSE CAMPUS
R-12	Home ↔ School (Roundtrip)	School Start: 8:00AM School dismissal: 2:00pm	Roundtrip: **8 Miles**	NCA WEST VALLEY COLLEGE
R-13	Home ↔ School (Roundtrip)	School Start: 8:00AM School dismissal: 2:00pm	Roundtrip: **6.8 Miles**	NCA WEST VALLEY COLLEGE
R-14	School → Home (One-way school pickup and drop off at home)	School Start: 8:00AM School dismissal:	Roundtrip **18.8 Miles**	NCA WEST VALLEY COLLEGE

		2:00pm		
R-15	Home ↔ School (Roundtrip)	School Start: 8:30AM School dismissal: 2:30pm	Roundtrip: **49.4 Miles**	NCA PALO ALTO PREP
R-16	Home ↔ School (Roundtrip)	School Start: 8:35 AM School Dismissal: 2:35 PM	Roundtrip: **10.6 Miles**	LGSJ SARATOGA HS
R-17	Home ↔ School (Roundtrip)	School Start: 8:00AM School dismissal: 2:00pm	Roundtrip **34.4 miles**	NCA WEST VALLEY COLLEGE (ALT)
R-18	Home ↔ School (Roundtrip)	School Start: 8:00AM School dismissal: 2:00pm	Roundtrip: **9.6 miles**	NCA WEST VALLEY COLLEGE
R-19	Home ↔ School (Roundtrip)	School Start: 9:00 AM School Dismissal: 2:10 PM	Potential Route 1 Roundtrip: 31 miles	NCA BAY SCHOOL
R-20	Home ↔ School (Roundtrip)	School Start: 8:35 AM School Dismissal: 2:35 PM	Roundtrip **25.2 Miles**	SJ HESTER SCHOOL
R-21	Home ↔ School (Roundtrip)	School Start: 8:30AM School dismissal: 2:30pm	Roundtrip: **33 miles**	NCA PALO ALTO PREP
R-22	Home ↔ School (Roundtrip)	School Start: 8:35 AM School Dismissal: 2:35 PM	Roundtrip: **25.6 Miles**	NCA PINE HILL SCHOOL SECOND START

R-23	Home ↔ School (Roundtrip)	School Start: 8:35 AM School Dismissal: 2:35 PM	Roundtrip: **10.6 Miles**	CUH DEL MAR HS
R-24	School → Home (One-way school pickup and drop off at home)	School Start: 8:00 AM School Dismissal: 2:00 PM	**2.1 Miles**	NCA WEST VALLEY COLLEGE
R-25	School → Home (One-way school pickup and drop off at home)	School Start: 8:00 AM School Dismissal: 2:00 PM	**4.7 miles**	NCA WEST VALLEY COLLEGE
R-26	Home → School (AM Only)	School Start: 8:35 AM School Dismissal: 2:35 PM	**1.5 Miles**	LGSJ SARATOGA HS
R-27	Home → School (AM Only)	School Start: 8:35 AM School Dismissal: 2:35 PM	**Less than one mile**	NCA SILICON VLY CAREER TECH EDUC SVCTE
R-28	Home → School (AM Only)	School Start: 8:35 AM School Dismissal: 2:35 PM	**Less than one mile**	NCA SILICON VLY CAREER TECH EDUC SVCTE
R-29	Home ↔ School (Roundtrip)	School Start: 8:35 AM School Dismissal: 2:35 PM	**Roundtrip 26.8 Miles**	SJ HESTER SCHOOL
R-30	Home ↔ School (Roundtrip)	School Start: 9:00 AM School Dismissal: 2:10 PM	**Roundtrip 31.0 Miles**	NCA BAY SCHOOL

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:

1. Transportation Request

- Official list of students who require transportation for the upcoming school year.
- Includes pick-up and drop-off addresses, school assignments, program types, and days of service.
- Identifies special transportation needs such as wheelchair access, harnesses, car seats, or the need for a bus aide.

2. Biographical Information

- Contains student-specific details needed to ensure safe and informed transport.
- Includes student ID, grade, parent/guardian contacts, emergency contacts, and relevant medical information.
- May also note behavioral, communication, or safety considerations that impact transportation.

3. Eligibility Criteria

- Outlines the basis for each student's qualification for District-provided transportation.
- Includes criteria such as IEP or 504 Plan requirements, distance eligibility, program placement, or hazardous-walking determinations.
- Provides context for determining service levels, routing priorities, and compliance requirements.

Miscellaneous Responsibilities:

- Assist in training drivers in supervision and control of expanded-education pupils in coordination with Contractor training.
- Pay for transportation services per contract terms (include purchase order number on all invoices). Payment will be made within thirty (30) business days upon receipt of invoice(s).
- The District may audit routes for performance, mileage, and routing efficiency and require changes that improve utilization or service. Written District approval is required for additional buses or modifications that increase overall charges.
- The District may, at its sole discretion, provide all or part of routing and scheduling, and award, adjust, or modify all or part of the Transportation Contract.

END OF SECTION 3

SECTION 4 – PROPOSAL FORMAT AND CONTENT

ECONOMY OF PREPARATION

Proposals should be simple, clear, and cost-effective, following the format in Section 4. Provide a concise explanation of your capabilities. Optional supplemental materials (e.g., samples of similar work) may be included separately. Focus on clarity and completeness.

A. 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.

B. TABLE OF CONTENTS

Include sections and page numbers for all required information.

C. 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.

D. 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.

E. REFERENCES

Provide five (5) comparable K–12 transportation references; at least three (3) must be Special Education (SPED) contracts of similar size/scope in California. Include start/end dates, services provided, outcomes (OTP, communications), cost/term, and contacts.

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 a Price Proposal. The Technical Proposal must include all required components listed below. Failure to follow the instructions in this section may result in bid rejection.

a. Technical Proposal Requirements

The Technical Proposal shall include, at minimum:

Company Experience & Qualifications

- Description of company experience, past performance, management structure, organizational capacity, and proposed personnel.
- SPED Experience & References: Provide at least three (3) K–12 Special Education transportation contracts of similar size and scope, including descriptions of outcomes related to communication practices and on-time performance (OTP).
- Clearly identify any subcontractor(s) fulfilling part of the required qualifications.

Specialized Operational Plans

- Communications & Technology Plan: Include parent-facing communication systems, GPS-enabled parent app features, onboard camera architecture and data retention policies, dispatch escalation procedures, and contingency protocols for communication outages.
- Terrain Operations Plan: Describe vehicle selection, routing strategies, and driver training tailored to hilly and varied terrain within the District's service area.
- Continuity & Staffing Plan: Provide a strategy ensuring driver continuity at or above 90%, including backup staffing, recruitment pipelines, and details of the required standby driver list and how it will be maintained and deployed.

Implementation & Transition Plan

- A detailed 30-day implementation ramp-up, including data import processes, parent onboarding procedures, staff training, and a dry-run schedule consistent with District expectations.
- All work proposed to be completed by the contractor must be clearly outlined, including transitions from any prior operators if applicable.

b. Price Proposal Requirements

- The Vendor shall submit a Price Proposal on Attachment A, detailing all costs associated with performing the Scope of Work.
- Responses must be submitted on the District Proposal Form. Failure to do so will result in bid rejection.

Subcontractor Requirements

- Vendors must list all subcontractors or equipment suppliers, including names and business locations, and specify the services each will provide.
- If subcontractors are used, the proposal must clearly identify which parts of the Technical Proposal they support.

Coordination & Accountability

- The District will coordinate all work assignments through the Primary Contractor.
- All District payments will be made to the Primary Contractor, who will be responsible for compensating any subcontractors.
- The Primary Contractor shall be fully accountable for the work quality, compliance, and performance of all subcontractors engaged in this contract.

Contractor must additionally 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. The Contractor shall also disclose any lawsuits, tort claims, administrative claims, or similar actions filed against any public entity in connection with the Contractor's services within the past five (5) years. For each matter, the Contractor shall identify the public entity, the nature of the claim, the filing date, the status or final disposition, and any settlement or judgment, if applicable. Failure to comply with the terms of this provision will disqualify any proposal. The Los Gatos-Saratoga Union High School District reserves the right to reject any proposal based upon the Contractor's prior history with the Los Gatos-Saratoga Union High 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.

SUMMARY OF SUBMISSION INSTRUCTIONS

1. **Submit TWO separate proposals**
   - Technical Proposal (no pricing) and Price Proposal (Attachment A only)
   - Do not include pricing anywhere in the Technical Proposal.
2. **Submission format (choose one)**
   - Hard copy: Technical and Price in separate sealed envelopes, labeled "RFP # [Insert] – Technical – [Firm]" and "RFP # [Insert] – Price – [Firm]".
   - Electronic: Two PDFs—"RFP # [Insert] – Technical – [Firm].pdf" and "RFP # [Insert] – Price – [Firm].pdf". Do not combine.
3. **Technical Proposal must include (at minimum)**
   - Cover Letter, Table of Contents, Executive Summary, Financials (2 years), References (5; ≥3 SPED CA), required plans (communications/tech, terrain, continuity), Implementation & Transition, Company Profile, Mandatory Disclosures, and Attachments B–G (signed).

4. **Price Proposal must include**
    - **Attachment A (Cost Proposal Form), fully completed and signed.**
    - **No other documents.**

END OF SECTION 4

SECTION 5 – EVALUATION PROCESS

EVALUATION OF PROPOSALS

Los Gatos–Saratoga Union High School District (LGSUHSD) reserves the right to reject any or all proposals and to waive immaterial irregularities. The District will award the contract to the responsible proposer offering the best overall value considering price and all other evaluated factors. Only proposals that meet all mandatory requirements will proceed to scoring. The District may remove any proposal from consideration at any stage if required information is incomplete, inaccurate, or unverifiable.

Evaluation and scoring will be conducted by a District evaluation committee using the published criteria and weights below.

Technical Proposal – 30%

Evaluated on the proposer's demonstrated ability to provide safe, reliable, and compliant special education transportation services for approximately 30–40 students.

1. **Understanding of Scope and Requirements**
   Clarity and completeness of the proposer's service approach, including assumptions and constraints.
2. **Operations Plan**
   Daily operating structure; procedures for handling driver and student absences; communication protocols with families and District; service-quality monitoring and performance tracking.
3. **Dispatch System**
   Description of home-to-school dispatch capabilities, including communication tools, GPS/telematics, real-time monitoring, and incident escalation.
4. **Training and Safety Programs**
   Driver and aide curricula; emergency procedures; student securement; wheelchair, car seat, and harness protocols; behavior intervention and de-escalation; compliance with all required certifications.
5. **Facility**
   Adequacy of proposed local facility: parking capacity, maintenance capability, parts inventory, security, and readiness to support the contract.
6. **Start-Up and Transition Plan**
   Detailed methods to ensure a disruption-free transition; continuity of service for students and families; data transfer; routing timeline; and minimal District administrative burden.
7. **Terminal/Operations Manager Qualifications**
   Documented experience managing special education transportation operations, including staffing, safety, routing, and parent communications.
8. **Key Staff Qualifications**
   Experience and credentials of dispatchers, trainers, mechanics, supervisors, and bus aides/monitors.
9. **Vehicle Quality**
   Age, condition, accessibility features, tie-downs/securements, child safety equipment, cameras, two-way communication, and current inspection status.

Organizational Strength – 30%

Evaluated on the proposer's capacity to support safe, consistent, and compliant operations.

1. **Relevant Experience**
   Documented experience with comparable special education or home-to-school contracts; scale and complexity similar to the District's scope.

2. **Site Evaluations**
   Assessment of active operating sites to verify the proposer's ability to perform as described.
3. **References**
   Verification of performance with current or recent public-sector education clients.
4. **Financial Stability**
   Demonstrated financial resources sufficient to support contract performance and start-up.
5. **Corporate Support**
   Operational, safety, training, IT, and compliance support available to the local operation.
6. **Additional No-Cost Services**
   Value-added services, if any, offered at no charge to the District.
7. **Organizational Resources**
   Availability of surge staffing, relief drivers, maintenance backup, and specialist trainers.
8. **Safety Record**
   Accident history, safety metrics, corrective action processes, and independent/agency audits.
9. **Motor Carrier Safety Compliance**
   Review of applicable state and federal compliance reports and terminal inspection history.

Cost Proposal – 40%

All pricing must be complete, clearly stated, and mathematically accurate.

1. Cost per Mile and Cost per Route/Hour
2. Cost per Bus Aide/Monitor Hour
3. Base Fuel Rate and Fuel Adjustment Structure
4. Total Cost Proposal

Right to Reject / No Obligation
The District may reject any or all proposals, waive immaterial irregularities, cancel the solicitation, or reissue it without liability. Submission of a proposal does not obligate the District to award a contract or pay proposal preparation costs.

Mandatory Requirements
Proposals must meet all mandatory submission requirements. Proposals that are incomplete, non-responsive, or fail to meet minimum qualifications may be removed from consideration. Determinations of compliance are final for purposes of evaluation.

Clarifications
The District may request written clarifications that do not materially change a proposal. Failure to respond may result in elimination. Only written communications from the District's designated contact are official.

Evaluation Process
Only compliant proposals will be scored. The District will apply the published evaluation criteria and weights uniformly. Committee scoring and recommendations are final pending administrative approval.

Site Visits & References
The District may conduct unannounced site evaluations and contact any or all references. A proposer may be removed based on findings or unverifiable information.

Negotiations
The District may, but is not required to, negotiate with proposers or request a Best and Final Offer. Inability to agree

on contract terms may result in award to another proposer.

Confidential Information
Proposers must clearly mark proprietary information. The District will comply with public records laws; proposers are responsible for defending their confidentiality designations if challenged.

Licenses, Permits & Insurance
Required licenses, permits, background checks, and insurance must be maintained throughout the contract term. Failure to meet these requirements may result in disqualification or termination.

Communications
Proposers must communicate only with the District's designated Point of Contact. Unauthorized contact with District staff or Board members may result in disqualification.

No Obligation
The District **is not obligated to accept the lowest price** but will make an award in the District's best interest after all factors are evaluated.

Multiple Awards
The District may make multiple awards.

CONTRACTOR AGREEMENT

Prior to the award of contract, the Los Gatos-Saratoga Union High 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 Los Gatos-Saratoga Union High School District is unable to assure itself of the bidder's ability to perform under the contract, if awarded, the Los Gatos-Saratoga Union High School District has the option of requesting from the bidder, any information that the Los Gatos-Saratoga Union High 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 Los Gatos-Saratoga Union High 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 Los Gatos-Saratoga Union High 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 Contractor(s) 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 Los Gatos-Saratoga Union High School District will establish an Evaluation Committee. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The Los Gatos-Saratoga Union High School District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the Los Gatos-Saratoga Union High 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: price proposal, 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 Los Gatos-Saratoga Union High School District Board of Education for approval. The Contractor selected will enter into a contract with the District.

CANCELLATION OF SOLICITATION

The Los Gatos-Saratoga Union High 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 Los Gatos-Saratoga Union High 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 Los Gatos-Saratoga Union High School District.
- **May.** Indicates something that is not mandatory but permissible.
- **Must/Shall**. 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 Los Gatos-Saratoga Union High 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 Los Gatos-Saratoga Union High 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. The Contractor shall be required to sign the Agreement in substantially the same form as included in this RFP. One copy of the contract will be returned to the Contractor after the Los Gatos-Saratoga Union High 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 Los Gatos-Saratoga Union High 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 Los Gatos-Saratoga Union High 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 Los Gatos-Saratoga Union High 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 Los Gatos-Saratoga Union High 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 Los Gatos-Saratoga Union High 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.

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 Los Gatos-Saratoga Union High 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

Hard Copy: One (1) original and two (2) copies must be submitted on or before the Submittal Deadline.

Electronic: Submit one (1) Technical PDF and one (1) Price PDF as described on page 1. No facsimile submissions.

PROPOSAL MODIFICATIONS

Any Contractor who wishes to make modifications to a proposal already received by the Los Gatos-Saratoga Union High 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 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 Los Gatos-Saratoga Union High 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 dcarota@lgsuhsd.org no later than [April 9, 2026]. 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 Los Gatos-Saratoga Union High School District reserves the right to reject any or all proposals, or any part of a proposal. The Los Gatos-Saratoga Union High School District reserves the right to reject the proposal of any Contractor who previously failed to perform adequately for the Los Gatos-Saratoga Union High School District or any other governmental agency.

RULES FOR SUBMITTING PROPOSALS

- **Submittal Deadline**. Independent Proposals must arrive in the Business Services Department, as specific in section 1 of this RFP 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 Los Gatos-Saratoga Union High School District in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified. The Los Gatos-Saratoga Union High School 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 Los Gatos-Saratoga Union High School District reserves the right to extend the Submittal Deadline when it is in the best interest of the Los Gatos-Saratoga Union High 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.** Hard copy proposals must be submitted in a sealed envelope or package.

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 Los Gatos-Saratoga Union High 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 LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT

Subject to the power and authority of the Los Gatos-Saratoga Union High School District as provided by law in this contract, the Los Gatos-Saratoga Union High 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 Los Gatos-Saratoga Union High 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.

COMPLIANCE WITH SB 848 /EDUCATION CODE § 44691 TRAINING

Contractor shall ensure that all employees, volunteers, and subcontractors with any pupil contact complete, prior to beginning services and annually thereafter, mandated reporter and child abuse prevention training compliant with SB 848 and Education Code § 44691. Contractor shall maintain documentation of completion and provide proof to the District within two (2) business days upon request. The District may require the use of a District-designated training module if necessary for consistency or compliance.

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 Los Gatos-Saratoga Union High 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 Los Gatos-Saratoga Union High 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 Los Gatos-Saratoga Union High 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 Santa Clara, in the State of California. The parties further stipulate that the county of Santa Clara, 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

Agreement for Special Education Student Transportation Services

Between

Los Gatos-Saratoga Union High School District

And

AGREEMENT FOR SPECIAL EDUCATION STUDENT TRANSPORTATION SERVICES

Los Gatos-Saratoga Union High School District ("District"), and [Vendor], ("CONTRACTOR"), mutually covenant to this Agreement for Special Education Student Transportation Services, ("Agreement"), as follows:

1. Definitions

1.1 The term "Daily Service", as used herein, is defined as all home-to-school and school-to-home, or school-to-after school care, transportation of any students; and any therapy trips which occur during or after school, as described in the student's Individualized Education Plan.

1.2 The term "Other Transportation", as used herein, is defined as any transportation of students and District personnel other than Daily Service, including but not limited to transportation to and from extracurricular events.

2. Scope of Agreement.

2.1 CONTRACTOR shall, during the term of this Agreement, operate and maintain daily route vehicles (school buses, vans and other vehicles) and provide duly licensed and qualified personnel for the transportation of pupils using vehicles provided by CONTRACTOR. CONTRACTOR shall provide (a) the Daily Service for District, and (b) such Other Transportation as may be specified by District.

3. Term.

3.1 The Initial Term of this Agreement shall commence on [START DATE] and continue through [END DATE] (2-year initial term), unless earlier terminated in accordance with this Agreement. The District, at its sole discretion and subject to Board approval, may exercise up to 3 option year(s) under the same terms and conditions (subject to any negotiated price adjustments), by written notice to Contractor at least sixty (60) days prior to the then-current term end date. Automatic renewal without District action is not permitted.

4. Permits and Licenses.

4.1 CONTRACTOR, its employees, and its agents shall secure and maintain valid permits and licenses and certifications as required by federal, state, and local laws and regulations, for the execution of this Agreement.

5. Insurance.

General Liability and Automobile. CONTRACTOR shall, at its expense, procure and keep in force during the entire term of this Agreement, General Liability and Automobile

Liability Insurance to protect CONTRACTOR, its drivers and other personnel. CONTRACTOR shall provide General Liability limits of not less than $1,000,000 each occurrence and aggregate bodily injury and property damage and $1,000,000 Personal Injury each occurrence and aggregate; Automobile Liability limits of not less than $1,000,000.00 combined single limit for bodily injury and damage to property for all owned, hired and non-owned autos, and umbrella coverage of not less than $5,000,000.00 in addition to the limits listed above. CONTRACTOR shall also maintain uninsured/underinsured motorist coverage and medical payments coverage to the extent required by law. CONTRACTOR agrees to provide to District a certificate of insurance evidencing such coverage and designating District as an additional insured as its interest may appear for both the General and Auto Liability programs, and reference to the hold harmless and indemnification provisions in this Contract, such certificate to be provided on July 1st of each Contract year, or on renewal of such policies. All insurance policies shall provide that no coverage shall be canceled except by thirty (30) days written notice to CONTRACTOR and District. CONTRACTOR shall provide District with a certificate of insurance as evidence of having statutory workers' compensation coverage at levels and in forms required by the laws in which CONTRACTOR shall operate for this Contract. CONTRACTOR shall provide a certificate of insurance from an insurance company or companies' license to conduct business in the State of California by the State Commissioner of Insurance for the minimum amounts stated above. This insurance shall be with companies with a rating of A, AA or AAA or better as listed in Best's Insurance Guide's latest edition. Each policy shall provide that CONTRACTOR'S insurance policy shall be primary, and any insurance maintained by District shall apply, if required by law, in excess of, and not contributory with or to, insurance required under the terms of this Agreement.

Workers' Compensation. CONTRACTOR shall maintain at all times this Agreement is in effect a policy of workers' compensation insurance as required by applicable law. The policy shall provide for notification by the carrier to District at least thirty (30) calendar days prior to cancellation, failure to renew, or other termination. A certificate evidencing this coverage and notice to District requirement shall be filed with District no later than ten (10) calendar days after the date of the Agreement. By signing the Contract, CONTRACTOR makes the following certifications: "I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing performance of the work of this Contract."

Additional Insurance and Bonds.

a. Property Insurance. CONTRACTOR shall maintain property insurance covering vehicles and related personal and real property. Such insurance shall at a minimum be sufficient to repair or pay the replacement value of damaged property and shall be submitted to District for review and approval within District's reasonable discretion no later than five (5) calendar days following the effective date of this Agreement. CONTRACTOR'S failure to obtain and submit such insurance to District as specified herein shall be considered a material breach of the Agreement, giving District the right to terminate the Agreement in its sole discretion. In the event of any breach of this Article, or in the event District receives notice indicating any required insurance coverage will be materially diminished or cancelled, District at its option may, notwithstanding any other provision in this Agreement to the contrary, immediately declare a material breach of the Agreement and suspend all further services and/or payments under the Agreement.

b. Sexual Misconduct Insurance. Contractor will provide coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than $3,000,000.00 per wrongful act and $3,000,000.00 aggregate.

6. Indemnification/Hold Harmless Agreement.

6.1 CONTRACTOR shall hold harmless and indemnify District, its Board of Education, officers, agents, and employees from and against every claims or demand which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, caused by any negligent act or omission, willful misconduct, or contractual default of the CONTRACTOR or of any person, firm, or corporation, directly or indirectly employed by CONTRACTOR upon or in connection with its performance under the Agreement, save to the extent that the harm is caused by the active and gross negligence of the District. CONTRACTOR at its own expense and risk shall defend any legal proceeding that may be brought against District, its Board of Education, officers, agents, and employees, and each of them, on any such claim or demand, and shall satisfy any judgement that may be rendered against District, its Board of Education, officers, agents, and employees. In the event that any such proceeding is brought against District, its Board of Education, officers, agents, and employees on any such claim or demand, CONTRACTOR shall have the right to select and employ counsel, reasonably acceptable to District, to defend such persons and entities and shall have the right to settle any claims when Bidder, in its sole discretion, deems such a settlement advisable. District, its Board of Education, officers, agents, and employees shall cooperate in all reasonable manners in the defense of such claims. The duty of CONTRACTOR to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Independent Contractor.

7.1 This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of District's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. District's interest is only in the results obtained.

8. Assignments/Subcontracts.

8.1 CONTRACTOR will not subcontract, assign or transfer any of its rights, burdens, duties, or obligations under this Agreement to its parent company, affiliates, subsidiaries, related

legal entities, or anyone else by operation of law or otherwise without the prior written consent of District.

9. Force Majeure.

9.1 CONTRACTOR shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of the CONTRACTOR, when satisfactory evidence thereof is presented to District. District shall not be responsible for any costs associated with this Agreement while performance is so excused.

10. Routing & Scheduling; Service Levels.

10.1 (a) Regular School Year (≈180 days, Aug–Jun). Contractor shall design and operate routes based on pupil location, pupil type, and school of attendance. District-directed route/schedule changes made ≥ twenty (20) working days prior to the start of school and within the first twenty (20) working days shall be implemented within those first twenty (20) working days. Changes made after the first twenty (20) working days shall be implemented within five (5) working days.

(b) Extended School Year (ESY, Jun–Aug). Changes made between twenty (20) days prior to ESY start and five (5) working days following ESY start shall be implemented within the first ten (10) working days; changes received after the first five (5) working days shall be implemented within five (5) working days.

(c) Adds / Student Starts. Contractor shall implement additions of transportation for a student within five (5) business days of District transmittal.

(d) Records & Notifications. Contractor shall inform the District of any changes to established routes or schedules and maintain daily records (route numbers, vehicle numbers, drivers, and pupil rosters) available monthly or upon request.

10.2 Standards. All routes and schedules shall be developed by so as to transport pupils in accordance with the following minimum standards: Special education pupils shall be picked up within a –5 to +10 minute window from their scheduled pickup time. Maximum one-way ride time shall not exceed sixty (60) minutes except in unusual traffic, weather, or when the student's home school is more than fifteen (15) miles from the attending program.

10.3 Dry-Runs. Contractor shall conduct at least one (1) Dry Run for all routes prior to each new regular school year and/or extended year session. The first Dry Run shall be paid by the District at the applicable Daily Base Rate; any additional Dry Runs required by the District shall be at Contractor's cost. Contractor shall conduct driver orientation covering pupil management, disability sensitivity, parent interactions, discipline, public relations, and District procedures. Drivers shall contact parents/guardians at least two (2) calendar days before the start of the regular school year (or a new extended year session) with approximate pick-up times.

10.4 Notification of Schedule to Parents.

a. CONTRACTOR shall notify District of the pick-up and drop-off times and designated locations, allowing no more than a ten (10) minute window for pick-up and drop-off. During morning pick-ups, drivers will wait for no more than three (3) minutes for a student to be brought to the vehicle.

b. Changes in pick-up or drop-off locations can only be made through District's Special Education Department. In the event of a route change, CONTRACTOR shall notify District no later than three (3) days before any alteration of transportation services for said student, including but not limited to drop off or pick up time(s) or location(s) for that student.

c. CONTRACTOR shall notify parents/guardians and the school when a pickup or drop-off is expected to be more than ten (10) minutes late. If the delay exceeds twenty (20) minutes, Contractor shall make a live phone call to the parent/guardian and escalate to District dispatch under the District-approved escalation process.

10.5 Departure without a student. Recognizing that exigent circumstances arise where a driver must leave a student at a pick up or drop off location (e.g., when a student refuses to enter the vehicle) in order to adhere to the driver's scheduled route and to not prejudice other students, the driver shall immediately communicate to the CONTRACTOR the circumstances that required the driver to depart without a student; the CONTRACTOR shall then immediately telephone and email District's designated personnel regarding the matter; and the CONTRACTOR shall also immediately telephone the student's parent/guardian regarding the matter.

10.6 Improvements. The District may, at its sole discretion, determine that service may be improved through revisions to routing, scheduling, or vehicle assignments. Upon such determination, the District may direct the CONTRACTOR to plan and implement the changes. The CONTRACTOR shall promptly cooperate with and carry out any such revisions as instructed by the District.

10.7 Notice to District. CONTRACTOR shall notify District whenever changes are necessary in routes or time schedules. CONTRACTOR shall further notify District if any student scheduled to receive transportation under this Agreement fails to use CONTRACTOR's transportation services for three or more consecutive days. District shall notify CONTRACTOR whenever changes are necessary in routes or time schedules and CONTRACTOR shall incorporate such changes within five (5) business days after notice is received from District. District and CONTRACTOR shall consult as to stops or portions of routes that CONTRACTOR considers to be a safety concern due to traffic patterns or configurations. In the event CONTRACTOR believes any stop or route presents an unacceptable safety risk to CONTRACTORS property or students, CONTRACTOR may reject the stop or route portion requested by District and provide District with alternative designations by written notice.

10.8 Right to Change Route Details.

a. District reserves the right to change school hours, bus 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.

b. 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.

10.9 DATABASE.

a. The CONTRACTOR shall supply and maintain a student data base that contains all pertinent information for each student served. CONTRACTOR shall notify the District's Special Education Department in advance of any delay from normal schedule for any reason.

b. CONTRACTOR shall establish all routes, schedules, and bus stops for students, in compliance with all schedules and other requirements of the contract. Up-to-date route sheets and information, retained in the records system, that include, at a minimum, full driver names, full student names, bus/vehicle numbers, route names/numbers, and pick up and drop off sites and addresses, shall be available to District at any time upon request. CONTRACTOR will install a system for student attendance and schedule accountability. This system will indicate whether the student boarded the vehicle and if the vehicle reached the school on schedule.

10.10 Changes in Established Routes by CONTRACTOR

a. CONTRACTOR must inform District in writing, within two (2) business days, of any changes to established routes. Also, CONTRACTOR must inform parents by phone and in writing within three (3) business days of any such changes. This includes, but is not limited to, informing District of any instances where the CONTRACTOR determines that a student is not in need of transportation services on one or more routes.

11. Accident Reports

11.1 All Accidents shall be reported to District immediately. Internal communication problems shall in no way relieve the CONTRACTOR of its obligation to provide sufficient information and advance notification to District as specified in Sections 3.3.1 and 3.3.2 of the Passenger Transportations Safety Handbook published by the California Highway Patrol. Keep complete and accurate records of all reportable accidents (as defined by law including but not limited to Title 13 of the California Code of Regulations section 1219a) involving the CONTRACTOR'S equipment or personnel while operating for District. A preliminary oral report shall be made to District within thirty (30) minutes following the accident, and shall include whether any fatalities or injuries occurred and a general description of property damage. The parents/guardians and school of attendance, as well as 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 District. A legible copy of both the responding police agency and the CONTRACTOR's accident investigator's final report shall be submitted to District within ten (10) working days following the accident or incident or when such report is completed, whichever occurs first. Finally, the CONTRACTOR's internal communication problems shall not relieve the CONTRACTOR of its obligation to provide sufficient information and advance notification to District, law enforcement or any other person/entity regarding an

accident/incident as may be required by the California Highway Patrol's Passenger Transportation Safety Handbook.

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

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

12. Complaints. CONTRACTOR shall keep complete and accurate records of all written and oral complaints received regarding the CONTRACTOR's services for District from all sources. CONTRACTOR shall provide to District a written monthly report listing said complaints and actions taken by the CONTRACTOR, if any, to resolve each complaint.

13. Other Transportation. CONTRACTOR and District shall work cooperatively, reasonably and in good faith to arrange "other transportation," as necessary, in the most cost-effective manner for District. If the Fee rate is unreasonable due to operational considerations such as excessive time, mileage or equipment required, CONTRACTOR and District shall mutually agree upon the appropriate rate schedule(s) which shall apply in such instances. Field trips cancelled by the District less than two (2) hours before the first scheduled pickup will incur a cancellation fee of $100 per vehicle.

14. **Contractor's Personnel/Qualifications.**

14.1 CONTRACTOR shall employ suitably qualified management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and who shall be CONTRACTOR's liaison to District. CONTRACTOR will designate a crisis management contact person for emergency contact with District. By July 1st of each calendar year of this Agreement, CONTRACTOR shall inform District of the name(s), contact telephone number(s) and address(es) of such management personnel.

14.2 CONTRACTOR shall employ a sufficient number of qualified drivers and support personnel to provide continuous, reliable, safe, and on time service. CONTRACTOR shall also employ substitute drivers to assure District of continuous and on-time service.

14.3 All drivers employed by the CONTRACTOR to provide service to District must have a valid and current California Driver's License and each school bus driver must hold any special certificates or licenses required by law to transport students appropriate for driving the vehicle type that corresponds with the assignment AND include SPAB or higher certification. The CONTRACTOR shall maintain a list of each driver's name, California Driver's License number and DMV summary record (also known as a DMV "employer pull notice"), which list shall be made available to District upon two (2) days request.

14.4 The CONTRACTOR shall not use drivers to provide District services who have accrued more than three (3) moving violations for any reason in the last two (2) years, and shall not use drivers who have had a DUI, DWI, or any controlled substance- related violation. CONTRACTOR is to conduct a Department of Motor Vehicle Record's Check on the historical driving record.

14.5 CONTRACTOR shall take reasonable steps to prevent its employees from exposing any pupil to inappropriate language or conduct. CONTRACTOR shall not permit its drivers to smoke in the vehicle. Drivers, as well as their vehicles, must not smell of smoke or any other offensive odor. CONTRACTOR shall require that drivers comply with all safety laws and regulations, including but not limited to the prohibition against driving while under the influence of drugs or alcohol. Such prohibition shall extend to the use of prescription and non-prescription drugs that impair the safe operation of the vehicle.

14.6 CONTRACTOR recognizes that, for the protection of students, drivers other contractors, and District, CONTRACTOR's employees who have contact with the students and their families must be of stable personality and high moral character. CONTRACTOR shall ensure that all of its personnel meet these qualifications. CONTRACTOR will not allow any person to drive (a) whose conduct might in any way expose a child to any impropriety of word or conduct; (b) who CONTRACTOR knows or has reason to know is not in a condition of mental or emotional stability; or (c) who is under the influence of drugs or alcohol, including prescription and non-prescription drugs that impair the safe operation of the vehicle.

14.7 Lift Operation Requirements. Drivers who are required to lift students in and out of vehicles shall have special training, including refresher in-service training, provided by the CONTRACTOR in lifting techniques and treatment of the handicapped children who must be lifted, including appropriate methods of securing wheelchairs within a bus/vehicle. Such personnel shall by physically capable of performing the required lifting. Proof of training will be submitted to District within two (2) business days upon request.

14.8 Time Schedules. CONTRACTOR will provide and require all drivers to have an up-to-date route sheet, area map and a timepiece with them while on duty so that they can maintain established route and time schedules.

14.9 Strict Adherence to Routes. Drivers shall strictly adhere to the driver's specific route and schedule and shall not alter his/her route for any personal reason. He/she is prohibited from stopping along his/her route for any personal reason(s), including but not limited to making a stop at a convenience store, bank, or deli.

14.10 Hiring/Discharging. CONTRACTOR shall be responsible for hiring and discharging personnel employed by CONTRACTOR; provided, however, that District shall have the right to require CONTRACTOR to remove from service any employee who, in District's sole discretion, is deemed unsuitable for the performance of transportation services for District.

14.11 Drivers and School Bus Aides

a. CONTRACTOR shall provide drivers who are trained and licensed in accordance with the California Laws, Rules, and Regulations governing the operation of school transportation vehicles, Federal Laws Governing Class A or B License holders and experienced with the regulations, handling, and supervision of special education students. All drivers shall have CPR Training and First Aid Training and shall hold valid First Aid Certificates and CPR Certificates issued by the American Red Cross. Drivers are to be able to identify and properly cope with epileptic-type seizures.

b. Substance Usage. All drivers must abstain from the use of alcohol and drugs during the performance of their duties under this contract.

c. Radio. Each driver shall have a working knowledge of the operation of the mobile two-way communication system used by CONTRACTOR and Federal and State Regulations covering its use.

d. GPS / Parent App /Live Dispatch. Contractor shall provide real-time GPS tracking with parent/guardian access to ETAs and alerts, shall maintain live dispatch during all service hours, and shall maintain a communication backup plan for outages.

e. Tuberculosis risk assessment. Each school bus driver employed by the CONTRACTOR to provide service to District shall submit a tuberculosis risk assessment obtained within the past 60 days, and, if tuberculosis risk factors are identified, submit to an examination to determine that he or she is free of infectious tuberculosis by a physician and surgeon consistent with Education Code section 49406. CONTRACTOR shall establish and maintain a record-keeping system to assure that each driver meets this requirement. These records shall be available to review by District within two (2) business days upon request.

f. Aides/Attendants. CONTRACTOR shall employ and assign, at the request and approval of District bus aides or attendants for students who require aides because of the nature and/or severity of their handicapping condition.

g. Fingerprinting/Background Checks. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by District or acting as independent contractors of CONTRACTOR, who may have contact with District pupils in the course of providing services pursuant to the Agreement, 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. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with District pupils in providing services to the District under this Agreement." The CONTRACTOR shall maintain a record keeping system available for District's inspection upon two (2) days request to verify the foregoing.

14.12 Additional Driver duties. CONTRACTOR shall require each and every one of its drivers to:

a. Supervise the loading and unloading of his or her vehicle at every pick-up and delivery point; to ensure that all students are properly secured in their seats, as required by law and best practices, and ensure that all car seats meet all federal and state requirements.

b. Keep informed of and comply with all rules and regulations affecting the operation of school vehicles and standards of conduct including federal, state and local traffic laws;

c. Carry an accurate timepiece while on duty so that the driver can maintain established schedule times;

d. Notify CONTRACTOR's dispatcher immediately by two-way communications devices in the event of any traffic accident or medical emergency that involves a vehicle used in the performance of this Contract. CONTRACTOR's dispatcher shall promptly advise the appropriate legal, regulatory and medical authorities and District's designated liaison of each such accident or emergency. CONTRACTOR's employees shall not be required to perform any medical functions for passengers;

e. Deny transportation of persons other than an enrolled pupil or an employee of District or CONTRACTOR unless first obtaining permission from District; and

f. Take daily attendance and notify District of any student who is absent for three (3) days without an excuse from the parent/guardian or District.

14.13 Standby Personnel. CONTRACTOR shall maintain a list of standby personnel to perform the work required pursuant to the contract if regularly assigned personnel are absent or otherwise unavailable. The CONTRACTOR shall submit this list of screened and qualified drivers to District prior to the commencement of work.

14.14 Training Requirements

a. CONTRACTOR shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. District shall have the right to review course content. At a minimum, new hires not already certified as California school bus drivers shall receive twenty (20) hours of classroom instruction and fifteen (15) hours of behind-the-wheel instruction prior to transporting students. Course content shall include, but not be limited to, instruction on the following topics: commercial driver's license requirements and test preparation, drug-free workplace requirements, pre-trip and post-trip equipment and safety inspections, defensive driving, loading and unloading procedures (including wheelchairs), railroad crossing safety procedures, backing maneuvers, emergency procedures, special equipment instruction (including car seat training), evacuation procedures, seasonal weather conditions and student discipline. These training records shall be filed in the driver record and available to District.

b. Recognizing that drivers are responsible for the orderly conduct of pupils while they are on buses and recognizing that students with disabilities have special needs and that they identify with and rely upon the authority of drivers with whom they are familiar, drivers shall be permanently assigned to the same bus routes and shall have no more than two (2) reassignments during the school year unless a reassignment is determined by District to be in the best interest of District. CONTRACTOR shall report all driver reassignments to District within two (2) business days of the reassignment. No driver shall be allowed to operate a lift gate bus without first receiving full instruction (or refresher in-service training) in the operation of the lift and appropriate methods in securing wheelchairs within the bus.

c. Evaluations. Drivers shall be evaluated by the CONTRACTOR at least once each semester for the purpose of observing their driving practices with respect to: safety; mechanical operation; conformance with laws, policies and regulations; adherence to established routes and schedules; handling of students; and other factors inherent in the transportation of special education pupils. Copies of the evaluations shall be maintained by the CONTRACTOR during the term of the driver's employment by the CONTRACTOR, plus one (1) year thereafter and shall be sent to District within five (5) business days of the request. All drivers assigned to perform services under the contract shall maintain a minimum evaluation rating of satisfactory in all evaluation categories. In the event of an "at fault" accident, the driver shall be re-evaluated and retrained.

15. Additional CONTRACTOR Duties

15.1 Notice to Parents before school year. No later than one (1) week before the beginning of the school year, CONTRACTOR shall notify each family of the pick-up and drop-off times and designated locations, allowing no more than a ten (10) minute window for pick-up and drop-off. CONTRACTOR shall either copy District on such notices or provide District with documentation showing that notices were sent consistent with this article. During morning pick-ups, drivers will wait for no more than three (3) minutes for a student to be brought to the vehicle.

15.2 Notice for new riders. No later than three (3) days prior to a new transport, or a change in schedule, CONTRACTOR shall notify affected families of any changes in pick-up and drop-off times and designated locations, and shall explain transportation procedures. **Changes in pick-up or drop-off locations can only be made through District's Special Education Department.**

15.3 Time limits. For transportation within District's boundaries, CONTRACTOR shall provide sufficient vehicles and drivers to assure District that no student shall spend more than sixty (60) minutes in a vehicle during any one way trip. Exceptions to this time limit include: (a) delays caused by conditions beyond the control of the CONTRACTOR, as determined by District; and (b) medical and/or behavioral needs of the student that necessitate less travel time, as documented in the student's IEP. Trips that will regularly exceed this time limit need to be approved by District.

15.4 Stops

a. At no time shall a driver disembark a special education student at an address other than specified (unless authorized to do so in advance in writing by District School District Special Education Department). Additionally, a child will not be dropped off at any location without a receiving adult in attendance unless a Release From Responsibility Form has been executed by the student's parent or guardian. District's Special Education Department will notify CONTRACTOR when a completed Release From Responsibility Form has been executed. In the event a claim, suit or other legal proceeding is filed alleging liability based on leaving a student without a receiving adult in attendance and no Release From Responsibility Form has been signed by the parent/guardian and CONTRACTOR has been properly advised, the CONTRACTOR shall be solely responsible for defense of any such action and for the payment of any judgment that may be rendered.

b. CONTRACTOR shall develop a fail-safe system to ensure that students are safely off the vehicle and delivered to their designated location and shall be solely and strictly liable for its implementation.

16. Confidentiality. CONTRACTOR agrees that records relating to individual pupils provided by District are subject to the Family Educational Rights and Privacy Act ("FERPA"). Such records shall be confidential to the extent required by FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and California Education Code §§ 49060, et seq.; and other state and federal law. Each party to the Contract will provide satisfactory assurances to the other party that confidential education information will be appropriately safeguarded by its agents, personnel, employees, and/or subcontractors through the execution of the Contract. This requirement to maintain confidentiality shall extend beyond the termination of the Contract. The CONTRACTOR and its agents, personnel, employees, and/or subcontractors will be permitted access to student data only where permissible under state and federal law.

17. Payments for Services.

17.1 On or about the third (3rd) business day of each month, CONTRACTOR shall submit invoices in the form and number required by District for all services under this Agreement. Payment for such services will be made within a reasonable time thereafter, not to exceed forty-five (45) calendar days.

17.2 Any bill other than daily scheduled service must be billed separately. District has the right to withhold payment to the CONTRACTOR when in the sole opinion of District expressed in writing to CONTRACTOR within ten (10) working days after receipt of any demand for payment:

a. CONTRACTOR's performance under this Agreement, in whole or in part, has not been carried out or is insufficiently documented;

b. CONTRACTOR has neglected to, failed or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records; or

c. Where CONTRACTOR's actions have caused damage to the District.

17.3 Invoices for services performed shall be rendered electronically to District School District unless otherwise directed by District.

17.4 District shall maintain lists showing the total number of pupils authorized and eligible for daily transportation in accordance with the schedule which shall be incorporated by reference into this Agreement.

18. Adjustment of Rates.

18.1 Notwithstanding anything else in this Agreement to the contrary, in the event any unusual circumstances, such as but not limited to changes in federal, state, local, or other governmental body's statutes, laws, rules, or regulations are enacted/promulgated, the impact of which will materially impact the methods and/or costs of CONTRACTOR in connection with providing the services hereunder to increase at a rate in excess of the agreed upon percentage change, then, upon written notice to District, the CONTRACTOR may request a renegotiation of this Agreement. Such renegotiations shall include, but not be limited to, the payment schedule, duration of the Agreement, level of service, etc. Any modifications to this Agreement resulting from such renegotiations shall become effective at the agreed upon date or the beginning of the succeeding Renewal Term, whichever is first.

18.2 If, at any time during the term of this Agreement, it is determined that a significant reduction/increase in service is to be instituted due to changes in school start/end times (bell schedules), mandated reduction/increase in routes, or any other changes which significantly reduce or increase the existing service level(s), CONTRACTOR and District agree to negotiate in good faith regarding a potential adjustment to the rate schedules. The term "significant reduction/increase" as used herein is defined as any change of ten percent (10%) or more in the number of routes being operated.

19. Equipment Requirements.

19.1 Vehicles shall comply with all applicable laws. The average vehicle age shall not exceed eight (8) years, and no bus shall exceed ten (10) years as of July 1 each year. All vehicles shall have air conditioning, and all seats shall have functioning belts or harnesses. Wheelchair-equipped vehicles shall have lifts with manual override.

19.2 CONTRACTOR shall perform regular preventive maintenance on all vehicles used in this Agreement. In addition, vehicles shall be cleaned and sanitized inside and out as necessary to maintain appropriate standards of hygiene, cleanliness, orderliness and safety, and repairs to visible body damage, inside or outside of the vehicle, shall be undertaken and completed within thirty (30) days from the date such damage occurs. CONTRACTOR shall maintain vehicle inspection reports and shall make said reports available to District for review within five (5) business days of District's request.

19.3 CONTRACTOR may use vans or passenger cars subject to District's approval. All vehicles utilized by CONTRACTOR under the Agreement shall be in excellent mechanical and safe operating condition during the entire term of the contract, and shall meet or exceed the applicable standards established by federal and California state laws and regulations, as well as accepted industry maintenance standards. Regular preventive maintenance shall be practiced on all vehicles. All vehicles utilized shall be clean and sanitary, and shall have an excellent exterior and interior appearance in accordance with DISTRICT standards during the entire term of the contract. All vehicles shall be equipped at all times with fully operational two-way communication devices and with fire extinguishers as described in Education Code Section 39838. Citizens band radios are not allowed. All communication equipment will be maintained in good working condition at all times during the term of the contract.

19.4 All vehicles shall also be equipped with first aid and blood borne pathogen kits. As required by law, vehicles transporting Special Education pupils must also equipped with individual seat belts or harnesses and infant seats. 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. Vehicles transporting pupils in wheelchairs shall be equipped with hydraulic lifts and wheelchair securing devices that comply with federal and state requirements. Specialized equipment can only be utilized if designated in the IEP, or by mutual agreement of all parties involved. CONTRACTOR shall submit to District a vehicle manifest within five (5) business days of District’s request.

19.5 All vehicles shall have forward-facing and cabin-facing cameras operating during service, with footage retained for at least thirty (30) days and provided to the District upon request consistent with Attachment G.

20. **District's Right to Contract with Others.** The services defined in this Agreement and required during the period in which this Agreement is in full force and effect shall be ordered and purchased from CONTRACTOR. However, CONTRACTOR acknowledges and agrees that District shall have the right to acquire from other sources while this Agreement is in effect such services as may be required for special programs or other emergencies as District Superintendent or his or her designee from time to time determines. District shall also have the right to enter into separate agreements with the parents of special education students for the transportation of their

respective children. **Notwithstanding the foregoing, District retains the right to engage additional transportation contractors as set forth in Section 3.13 of the Scope of Work.**

21. Termination of Agreement.

21.1 If CONTRACTOR refuses or fails to perform services as required to provide District with efficient, safe and economical transportation services, as specified in this Agreement, or any separable part thereof, including furnishing adequate equipment and properly trained personnel, or if it should be adjudged as bankrupt, or if it should make general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency or it should repeatedly or persistently refuse or fail to provide equipment and personnel in quantities required to provide transportation services as herein specified, or CONTRACTOR persistently disregards laws, ordinances, or instructions of District, or is otherwise guilty of a material breach of this Agreement, then District may, without prejudice to any other right or remedy, serve written notification upon it of intention to terminate and, unless within forty-five (45) business days after service of such written notice of the condition or violation shall cease and make satisfactory arrangements for the correction thereof, this Agreement shall then immediately, cease and terminate.

21.2 District shall have the option to terminate the Agreement, for any reason, in District's sole discretion. District may exercise this option by mailing written notice, postage prepaid, registered or certified, to CONTRACTOR. If District exercises its option under this subsection, the Agreement will terminate fourteen (14) days following the notice.

22. **Notices.** All notices must be in writing and delivered by hand; by certified U.S. Mail, return receipt requested; or by nationally recognized overnight courier, to the addresses below (email copies may be sent concurrently for convenience). Notices are deemed received upon personal delivery, three (3) business days after mailing, or one (1) business day after courier pickup. All such notices shall be addressed to:

CONTRACTOR:

[Contractor Name]
[Address]

DISTRICT:

Dustin Carota
17421 Farley Road West
Los Gatos, CA 95030
Email: dcarota@lgsuhsd.org

23. Student Discipline.

23.1 CONTRACTOR shall submit a written report of serious or persistent misconduct on the part of students to District Special Education Department within twenty-four (24) hours of each such occurrence or occurrences. Any disciplinary measures taken and/or positive behavior supports will be in collaboration with District staff.

23.2 CONTRACTOR may refuse to transport any student who, based upon past conduct, and in the reasonable discretion of CONTRACTOR presents a potential danger to other persons. District shall notify CONTRACTOR of students who have current IEP behavior plans so that each such student's driver can be notified by CONTRACTOR. District shall provide CONTRACTOR with IEP Behavior Plan information as necessary for implementation during transportation.

23.3 CONTRACTOR agrees that it shall use IEP Behavior Plan information only for this purpose and acknowledges that it is prohibited by law from sharing this information. CONTRACTOR further understands and agrees that pursuant to this Agreement, it provides a service for District that District would otherwise provide for itself; CONTRACTOR has "legitimate educational interests" in any student information which it uses, maintains or to which it has access; and that CONTRACTOR is under the direct control of District with respect to the use and maintenance of information from educational records. Should any driver or drivers employed by CONTRACTOR require special training in respect to the safe transportation of any disabled student, District and CONTRACTOR shall work cooperatively to provide driver(s) with such training.

24. Compliance with the Law. CONTRACTOR shall comply with federal, state and local laws, rules and regulations in the performances of the services described herein.

25. Dispute Resolution.

25.1 The parties agree to meet and confer in good faith on all matters and disputes under this Agreement. If a dispute is not resolved under the foregoing, and one party informs the other in writing that it reasonably believes that the differences between the parties are not likely to be reconciled through further negotiation, then the parties agree to submit such dispute to non-binding arbitration under the Commercial Rules of the American Arbitration Association, or such other rules as the parties may mutually agree. Such arbitration shall be held as promptly as possible in Santa Clara County, California and shall be conducted before a single arbitrator. District and CONTRACTOR shall mutually agree on the selection of this single arbitrator. All costs and expenses associated with the arbitration shall be borne entirely by the non-prevailing party.

25.2 In the event of a dispute between District and the CONTRACTOR as to an interpretation of any of the Specifications, the decision of District shall for the time being prevail and the CONTRACTOR, without delay, shall proceed as directed by District without prejudice to final determination by negotiation, arbitration by mutual consent or litigation.

25.3 In the event the CONTRACTOR shall neglect to prosecute the work properly or fail to perform any provisions of this Contract, District, after three days written notice to the CONTRACTOR, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or there under due to the CONTRACTOR, subject to final settlement between the parties as in this paragraph herein above provided.

26. Fees.

26.1 In consideration of the performance on the part of CONTRACTOR of the terms of this Agreement, District agrees to pay the CONTRACTOR the following sums for pupil transportation services rendered during the Initial Term.

Regular Route Rates:

[Insert rate information.]

The prices set forth in this section may be adjusted, as applicable, beginning July 1, 2028. Any approved increase shall be capped at five percent (5%) for that contract year.

27. Liquidated Damages.

27.1 It is agreed by CONTRACTOR and District that should CONTRACTOR fail to provide services as agreed to in this Agreement: District shall be damaged. To recover losses District would suffer, it being agreed to by the parties that calculating the actual damages to District is impractical and unduly costly, in addition to being excused from making payment for any services not rendered, rendered incompletely or rendered late, District may assess liquidated damages. Therefore, if CONTRACTOR fails to provide any portion of the service required under the terms of this Agreement, liquidated damage charges shall be assessed against CONTRACTOR according to the following:

a. MISSED TRIP: CONTRACTOR will be charged as follows: Should a trip be missed entirely, a deduction equivalent to one hundred fifty (150%) percent of the CONTRACTOR's regular charge for the said trip shall be deducted from the monthly claim for payment. If students are missed due to the fault of the CONTRACTOR, the CONTRACTOR agrees, at his own expense to pick-up and deliver missed students in a timely manner.

b. LATE TRIP: CONTRACTOR will be assessed as follows:

i. Should a scheduled pick-up or delivery time be 10 or more minutes late due to vehicle or driver miss out, a deduction of a flat fee of fifty dollars ($50) per trip will be applied to the monthly invoice.

ii. For purposes of assessing damages, under this section when a bus is late by fifteen (15) minutes or more, it will be considered a missed trip. The sum of assessments for a given month shall be deducted and noted on the monthly invoice by the CONTRACTOR. The provisions of this paragraph do not apply when delays are caused by conditions beyond the control of the CONTRACTOR, as determined by the Director of Special Education Services, or an appointee, at District.

iii. Assessment of such deductions shall in no way relieve the contractor of his obligation to provide spare buses/vehicles and drivers to cover all interruptions in service to District due to failure of equipment of lack of personnel. Liquidated damages under this subsection shall be limited to two hundred ($200.00) dollars per day per route.

27.2 Each CONTRACTOR-operated vehicle that is dispatched without the proper equipment (e.g., seat belts, harness) and/or functioning 2 way communication device shall be subject to the assessment of $50.00 liquidated damages per day until corrected.

27.3 Accidents/Injuries. For each failure to provide a timely verbal or written report to District of a school bus accident or incident involving an injury, a charge of fifty dollars ($50.00) shall be assessed against CONTRACTOR as liquidated damages and not as a penalty, it being agreed to by the parties that calculating the actual damages to District is impractical and unduly costly.

27.4 For each pupil the CONTRACTOR fails to transport as delineated in the established routes and schedules by reason of CONTRACTOR negligence or error, a charge of five hundred dollars ($500.00) per pupil per day shall be assessed against the CONTRACTOR.

28. Changes/Supplemental Agreement. CONTRACTOR and District agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of Supplemental Agreement or Change Order and approved and signed by District and the CONTRACTOR. It is specifically agreed that District shall have the right to request any alterations, deviations, reductions, or additions to the Contract price aforesaid by fair and reasonable valuations thereof. No such change or modification shall release or exonerate any Surety upon any guarantee or bond given in connection with this Contract.

29. **Entire Agreement/Modification**. This Agreement supersedes all previous contracts and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

30. **Compliance with Laws.** CONTRACTOR must comply with all federal, state and local laws and regulations, statutes, ordinances, and rules applicable to CONTRACTOR's performance under the contract, including but not limited to: licensing, employment and purchasing practices, and wages, hours and conditions of employment, including non-discrimination.

31. Severability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

32. **Governing Law**. This Contract has been executed in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

CONTRACTOR	LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

IMPORTANT NOTICE –

PROPOSAL DOCUMENTS TO BE RETURNED

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

- One original and two (2) 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

Attachment A shall be submitted in the Price Proposal only. Attachments B–G shall be submitted in the Technical Proposal; duplicate copies of attachments are not required unless otherwise stated. Failure to complete, sign (where required), and return the below proposal documents with your proposal may render it non-responsive.

Attachment A

PROPOSAL FORM- RFP

#[2026-9-2027] PUPIL

TRANSPORTATION SERVICES

To: Los Gatos-Saratoga Union High School
17421 Farley Road West,
Los Gatos, California 95030

From:

Name of Bidder _____

Mailing Address _____

City, State & Zip _____

The undersigned Bidder agrees he will contract with the Los Gatos-Saratoga Union High 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 [2026-9-2027]: 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

#2026-9-2027

PUPIL TRANSPORTATION SERVICES
COST PROPOSAL FORM

Home to School Transportation (per IEP) for Regular School Year and Extended School Year:

Home-to-School (H2S) Per Route (AM+PM):
- Sedan/Minivan (1–3 passengers): $_____ per Route
- Small Van (4–6 passengers): $_____ per Route
- Wheelchair Van (1–2 chairs): $_____ per Route
- Small Bus (10–20 passengers): $_____ per Route

Home-to-School (H2S) Per Trip (AM-only or PM-only):
- Sedan/Minivan (1–3 passengers): $_____ per Trip
- Small Van (4–6 passengers): $_____ per Trip
- Wheelchair Van (1–2 chairs): $_____ per Trip
- Small Bus (10–20 passengers): $_____ per Trip

Extended School Year (ESY) Differential (if any):
- Per Route Adder: $_____
- Per Trip Adder: $_____

Bus Aide / Monitor:
- Hourly Rate (0.5-hour increments): $_____

Extra-Curricular / Field Trips:
- Hourly (≤8 hrs): $_____
- Hourly (>8 to <12 or after 5 PM): $_____
- Hourly (≥12 hrs): $_____
- Rate per Mile (extra-curricular trip mileage only): $_____
- Layover Per Diem (>6 idle hrs): $_____

Attachment A

PROPOSAL FORM- RFP

#2026-9-2027

PUPIL TRANSPORTATION SERVICES

Return original RFP's to: Los Gatos-Saratoga Union High School District

Business Services Department
17421 Farley Road West,
Los Gatos, California 95030

- 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 #**2026-9-2027** 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 Attachment A

Attachment B

(SUBMIT WITH BID)

CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: RFP #**2026-9-2027:** PUPIL TRANSPORTATION SERVICES between the **Los Gatos-Saratoga Union High School District** ("District" or "Owner") and ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the Los Gatos-Saratoga Union High 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 the Transportation Project 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 has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times; 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: _____

_____The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contract with the District pupils.

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.

RFP #**2026-9-2027** Pupil Transportation Services

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____

END OF ATTACHMENT B

Attachment C

Non-Collusion Affidavit

To Be Completed and Notarized
(SUBMIT WITH BID)

(State of California - County of Santa Clara 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 #**2026-9-2027** 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 Los Gatos-Saratoga Union High 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 Los Gatos-Saratoga Union High 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 terminates 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 coun 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. Notices under this Agreement shall be provided in accordance with the Notice provisions set forth in the Agreement for Special Education Student Transportation Services included in Section 8 of this RFP.

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	**VENDOR**
Los Gatos-Saratoga Union High School District	_____
Dated: _____	Dated: _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

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