REQUEST FOR PROPOSAL

RFP No. 26-02-7700

Charter Bus Services

CENTRAL UNIFIED SCHOOL DISTRICT
Transportation Department
4200 N Grantland Ave
Fresno, California, 93723
559-275-9734

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The following documents and each addendum or document as Central Unified School District may issue prior to the award of the Contract are a part of this Request for Proposals **("RFP")** and shall constitute the **"RFP Packet"**:

1. RFP Document A: Notice of Request for Proposals
2. RFP Document B: Instructions to Respondents
3. **"RFP Response Forms"** shall mean the following, each referred to as a **"RFP Response Form"**:
   - 3.1 RFP Document C-1: Proposal Form and Cost Analysis Page(s) Submit Original hard copy and copy on flash drive with sealed proposal.
   - 3.2 RFP Document C-2: Non-Collusion Affidavit
   - 3.3 RFP Document C-3: Anti-Lobbying Certificate
   - 3.4 RFP Document C-4: Federal Funding Form
   - 3.5 RFP Document C-5 Drug Free Workplace
   - 3.6 RFP Document C-6 Lobbying
   - 3.7 RFP Document C-7 Debarment & Suspension
   - 3.8 RFP Document C-8 References
   - 3.9 Bid Security: $3,000 Bid Bond or Cashier's Check as stated in Notice of RFP
4. RFP Document DS-1: Proposal Evaluation Statement
5. Charter Bus Services Agreement **("Agreement")**

Timeline - Bid 26-02-7700 – Charter Bus Services

subject to change (if needed by the DISTRICT)

- Advertisement #1: Friday, April 24, 2026
- Advertisement #2: Friday, May 1, 2026
- RFI Deadline: Wednesday, May 6, 2026 – NOON
- Final addenda (if needed), Friday, May 8, 2026
- Bid Due Date / Time: Monday, May 18, 2026 11:00 AM
- Bid Opening: Monday, May 18, 2026 11:00 AM
- Board Award Date: Tuesday, June 9, 2026 or Tuesday, June 23, 2026
- Contract Start Date: Wednesday, July 1, 2026

NOTICE OF REQUEST FOR PROPOSALS
RFP DOCUMENT A

The Board of Trustees of the Central Unified School District of Fresno County, California invites and will receive sealed proposals for **BID NO. 26-02-7700** for the award of Charter Bus Services on or before **11:00 A.M**., (California Time Zone) per District timekeeping device on **May 18, 2026**, in the Transportation Department of Central Unified School District, 4200 N Grantland Avenue, Fresno, California 93723, at which time and place the bids will be opened and read.

Bids must be accompanied by an original bidder's bond, cashier's check, or certified check in the amount of $3,000.00. The bidders bond or certified check shall be made payable to the Central Unified School District and shall be given as a guarantee that the bidder will enter into a contract if awarded the work, and will be declared forfeited, paid to, or retained by the District as liquidated damages if the bidder refuses to neglects to enter into a contract on the terms of the accepted proposal within fourteen (14) calendar days after bidders notification of District's acceptance of the proposal. Bidders may not withdraw bids for a period of forty-five (45) days after the date set for opening of bids.

Bids shall be made on forms prepared by the Central Unified School District. Bid forms, specifications and further information may be obtained Central Unified School District website:
https://www.centralunified.org/departments/executive-services/fiscal-services/purchasing

Bids will be sealed and filed in the Transportation Office of the Owner:

CENTRAL UNIFIED SCHOOL DISTRICT
JESSE BATH, DIRECTOR OF MOT
4200 N. GRANTLAND AVE
FRESNO, CALIFORNIA 93723

The District reserves the right to accept or reject any or all proposals, or any combination of proposals, and to waive any irregularities or informalities which may be legally waived.

Published: Dates: April 24, 2026
May 1, 2026

CENTRAL UNIFIED SCHOOL DISTRICT
Amer Iqbal
Assistant Superintendent, Chief Business Officer

Notice of Request for Proposals

INSTRUCTIONS TO RESPONDENTS

RFP DOCUMENT B

Central Unified School District seeks proposals to this RFP in accordance with this RFP Packet. These Instructions to Respondents shall apply to this RFP and all proposals in response to this RFP. Terms used in these Instructions to Respondents shall have the meaning set forth in this RFP Packet.

The District is seeking proposals from qualified, experienced companies to provide charter bus transportation for a variety of student activities, including field trips, band competitions, and sporting events. The District wishes to use the Request for Proposal process to identify charter bus vendors who offer competitive pricing and meet all the requirements established by Central Unified School District policies and regulations.

Preparation of Proposal Form

Proposals shall be submitted as prescribed, and the Proposal Form and Pricing Proposal sheet must be completed in full. All proposal items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand.

Form and Delivery of Proposals.

The proposal must conform and be responsive to all documents and shall be made on the Proposal Form and Cost Analysis Form(s). The complete proposal, together with any and all additional materials or documents as required, shall be submitted as stated in the Notice of Request for Proposals.

Proposal Pricing

Prices must be submitted using the Pricing Proposal Form. Where requested, items on the Pricing Proposal Form should be stated in figures. If the service is an extra fee, indicate so by using the “Comments” section of the Pricing Proposal Form.

Signature

Any signature required on any proposal documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if the bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the Chairman of the Board, President, or Vice President and one from among the secretary, Chief Financial Officer, or Treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the proposal certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the joint venture or partnership. If the bidder is an individual, his/her signature shall be placed on such documents. At this time, the District DOES NOT acknowledge electronic signatures.

Modifications

Changes in or additions to any of the proposal documents, alternative proposals, or any other modifications that are not specifically called for in the proposal documents may result in the rejection of the proposal as being non-responsive. No oral, telephonic, facsimile, or electronic modification of any of the proposal documents will be considered.

Erasures, Inconsistent or Illegible Proposals

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the proposal in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the proposal, words shall control numbers. In the event that any proposal is unintelligible, illegible, or ambiguous, the District may reject such proposal as being non-responsive.

Examination of Proposal Documents

At its own expense and prior to submitting its proposal, each bidder shall examine all proposal documents if applicable; visit the sites; determine the local conditions that may in any way affect the performance of the work; familiarize itself with all federal, state, and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; determine the character,

quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the proposal. The District shall not be liable for any loss sustained by the successful bidder resulting from any variance between the actual conditions and data given in the proposal documents. The bidder agrees that the submission of a proposal shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

Withdrawal of Proposals
Any proposal may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of proposals. The proposal security for a proposal withdrawn prior to the scheduled closing time for receipt of proposals, in accordance with this paragraph, shall be returned. No bidder may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of proposals.

Interpretation of Proposal Documents
If any bidder is in doubt as to the true meaning of any part of the proposal documents, or finds discrepancies in, or omissions from the proposal documents, or has any questions related to the proposal documents, a written request for an interpretation or correction thereof must be submitted to the District before Wednesday, April 1, 2026 at Noon. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the proposal documents and answers to questions will be made solely at the District's discretion. The District may issue a written addendum and a copy of such addendum will be posted on District website and/or e-mailed to each bidder known to have received a set of proposal documents. No person is authorized to make any oral interpretation of any provision in the proposal documents, nor shall any oral interpretation of proposal documents be binding on the District. If there are discrepancies of any kind in the proposal documents, the interpretation of the District shall prevail. SUBMITTAL OF A PROPOSAL WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PROPOSAL DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PROPOSAL DOCUMENTS; AND THAT BIDDER AGREES THAT THE WORK CAN AND WILL BE COMPLETED ACCORDING TO THE DISRICT'S TIMELINES.

Substitutions/Alternates
All bids must conform to the terms and conditions set forth in the Request for Proposal documents. The District reserves the right to reject all proposals that do not conform to the RFP. Questions or Requests for Information received after the timeframe stated deadline will not be considered.
Bidders Interested in More Than One Proposal
No person, firm, or corporation shall be allowed to make, file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for by the District. A person, firm, or corporation that has submitted a sub proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a proposal.

Award of Agreement
Under Education Code section 39802 the District may award multiple contracts to multiple responsive responsible bidders based on the pricing provided by bidders for each type of trip, type of vehicle, and availability when services are needed. Because the lowest bidder may not be able to meet all needs of the District on any given date/time, qualified contractors will be awarded contracts and will be given the opportunity to provide trips in the order of their ranking that will result from the bids submitted by responsive and responsible contractors. The Board of Education of Central Unified School District reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, and to waive any informality in the bids or the bidding.

Agreement
The form of agreement that the successful bidder(s), as Contractor(s), will be required to execute, is included in the proposal documents, and should be carefully examined by the bidder. The agreement will be executed in counterparts. The complete Agreement consists of but is not limited to the executed Agreements, Proposal Documents, Forms, Requirements, Responses, W-9, Insurance Certificates and Endorsements, General Conditions, Special Provisions, Specifications and all Modifications, Addenda, and Amendments if any, thereof duly incorporated therein. All of the above documents are intended to be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents.

Prior Contracts/Agreements
Bidders who currently have a valid purchase order and/or contract for transportation services with the District are eligible to submit bids for this bid. However, any services to be provided or confirmed under the prior contracts are still valid and not affected or changed by this bid. Bidders cannot use this bid to change any terms or conditions (including any pricing or costs) of any prior contracts or condition this bid with any prior contacts with the District.

Competency of Bidders
During its evaluation in selecting a bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the proposal. By submitting a proposal, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the contract. The District may also consider the qualifications and experience of persons and organizations proposed for those portions of the work. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications, and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the District's satisfaction within the prescribed time. The District reserves the right to reject the proposal of any bidder who does not pass any such evaluation to the satisfaction of the District.

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

Compliance with all insurance requirements, including but not limited to specified coverage types, limits, and endorsements, is mandatory. Failure to provide proof of such may result in disqualification or non-award of the contract, at the sole discretion of the District.

MINIMUM REQUIREMENTS
1)Commercial General Liability:
a) Commercial General Liability - $5,000,000 minimum
i) For Bodily Injury, Personal and Advertising Injury and Property Damage.
ii) If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
iii) Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 10 93).
b) Contractor's insurance to be primary and non-contributory.
c) 30-day notice of intent to cancel, non-renew, or make material change in coverage.
d) District to be named as "Additional Insured" by separate endorsement.
e) Executed Indemnity and Hold Harmless Agreement or substantially similar provisions should be included in the bid specifications or contract.

2) Commercial Automobile Liability:
a) $5,000,000 per accident for Bodily Injury and Property Damage.
b) Coverage to include "Owned, Non-Owned, and Hired" automobiles ("Any Autos").
c) 30-day notice of intent to cancel, non-renew or make material change in coverage.

3) Workers' Compensation and Employer's Liability:
a) Certificate of Insurance indicating "statutory" limits, as required by the State of California.
b) Employer's Liability - $1,000,000 each accident for bodily injury by accident; $1,000,000 each employee for bodily injury by disease; $1,000,000 coverage period aggregate.
c) 30-day notice of intent to cancel, non-renew, or make material change in coverage.
4) Childhood Sexual Assault (CSA) Liability (if minors are involved)
a) $5,000,000 minimum
b) All other requirements as provided under "General Liability (b through e)" above.

Other Insurance Provisions:
Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Provisions:
1. The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

a. To the fullest extent permitted by law, the District, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the contractor's insurance policy, or as a separate owner's policy.

b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

2. Any insurance proceeds available to Contractor that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to the District as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Contract or Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, whichever is greater

No later than ten (10) days from execution of the Agreement by the District and successful Bidder, and prior to commencing the Services under this RFQ, Provider shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Successful Bidder shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above-mentioned insurance coverages shall be cause for termination of the Agreement.

. DISTRICT INSURANCE REQUIREMENTS SUMMARY

TYPE OF REQUIRED INSURANCE	LIMITS
Commercial General Liability	$5,000,000 minimum
Damage to Rented Premise / Fire Damage	$ 100,000 minimum
Medical Expenses	$ 5,000 minimum
Personal & Adv Injury	$5,00,000 minimum
General Aggregate	$5,000,000 minimum
Products Comp & Op Aggregate	$1,000,000
Automobile Liability	$5,000,000 minimum
Workers Compensation	Proof of Coverage
Childhood Sexual Assault (CSA) Liability	$5,000,000 minimum

Central Unified School District to be added as additionally insured under the General Liability, Auto Liability and CSA policies. Policies to include Primary and Non-Contribution Endorsement, include Waiver of Subrogation. District to be named as Certificate Holder.

Anti-Discrimination
In connection with all work performed under this proposal, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable federal and state laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735.

References
Bidder must provide three references to which the bidder has provided services within the last five years. Reference

form to utilize is attached to this solicitation and must be submitted by the bid solicitation deadline. Failure to complete and return this form will cause your proposal to be rejected.

Deviations from Proposal Terms and Conditions
Deviations from any proposal term or condition may cause a proposal to be rejected as nonresponsive. All deviations must be clearly noted at the time of proposal submission. If not noted, the assumption is that the bidder is bidding as specified.

Drug-Free Workplace Certification
Pursuant to Government Code section 8350 et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide by the conditions outlined in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

Non-collusion Declaration
In accordance with the provisions of Section 7106 of the Public Contract Code, each proposal must be accompanied by a Non-collusion Declaration.

Tobacco Use Policy
Bidder has been advised and is aware that the District has a policy that prohibits the use of tobacco products, including smokeless tobacco and VAPE, anywhere on District property. The bidder shall be responsible for the enforcement of the District's tobacco-free policy among all bidder's employees and subcontractors while on District property. Bidder understands and agrees that should any employee of bidder violate the District's Board Policy after having already been warned once for violating the District's tobacco-free policy, bidder shall remove the individual for the duration of the Agreement. Bidder shall not be entitled to any additional compensation and/or time in completing the work for such removal.

Criminal Records Check
The successful bidder will be required to comply with the applicable requirements of Education Code section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification Debarment, Suspension, and Other Responsibility Matter as required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed proposal in response to this solicitation is a certification that Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also an agreement that Central Unified School District will be notified of any change in this status. Certification of Primary Participant regarding Debarment, Suspension, and Other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the proposal due date, or the bidder may be declared as nonresponsive.

Public Information.
All materials received by the District in response to this RFP shall be made available to the public. If any part of a bidder's material is proprietary or confidential, the bidder must identify and so state, and be submitted separately of the proposal documents. Any bidder information used to aid in proposal selection must not be restricted from the public.
District's Right to Choose
The District shall be the sole judge as to the requirements needed by their schools, students, and employees for the requested services being provided by the bidder.

Participation
Pursuant to public contract code 20118, bidder agrees to extend the terms of the resulting contract to other political subdivisions, municipalities, and tax supported agencies. Such participating governmental bodies shall make purchases in their own name, make payment directly to the bidder, and be liable directly to the bidder, holding Central Unified School District harmless. The successful bidder will invoice each Agency separately. Invoices must show each Agency's purchase order number and be mailed as directed by each separate Agency.
Liquidated Damages
Failure to provide or deliver services for the District in accordance with the signed Agreement shall subject the bidder to liquidated damages in the amount of $250.00 for each calendar day of delay.

General Conditions and Scope of Work

Central Unified School District currently uses contracted buses and drivers for staff and student extracurricular activity trips. Central Unified School District intends to contract with one or more charter bus services to provide transportation to augment the services the District currently provides with its forces. The District seeks to have a pool of charter bus companies from which it can select to provide said services with an awarded scale to determine the first to last chosen. A successful contractor will be required to supply charter bus equipment and drivers that meet all district, local, state, and federal requirements.

CONTRACTOR REQUIREMENTS

The District expects that all bidders, by act of their bidding, own or lease the equipment that will be provided to transport pupils and that all drivers will be employees (not subcontractors) of the bidding company. Bidders may NOT subcontract out any portion of the work to be provided under this contract.

The District expects that all bidders, by the act of their bidding, shall be certified in accordance with the applicable laws of the State of California as a School Pupil Activity Bus (SPAB) and that all drivers of such vehicles will likewise have a valid SPAB license whether passengers are pupils or adults on school or District related activities utilizing either public or private funds. Bidders must be registered with the Federal Motor Carrier Safety Administration, be compliant with all applicable Federal Motor Carrier Safety Regulations and provide the District with their US DOT number and MC number as required on the Bid Form. All work performed and all equipment used by the bidders shall meet all applicable “Regulations and Laws Relating to Pupil Transportation in California” as published by the California State Department of Education. Submission of a proposal will be considered a declaration that the equipment to be used in the execution of the contract, if awarded, does, and will continue to meet all safety regulations.

PUPIL ACTIVITY BUS (PAB)

Vehicles are required to be PAB certified. Vehicles are regulated by the Public Utilities Commission (PUC) and must be currently registered with them. PAB operators are required to have each PAB pass an annual inspection and place the vehicle inspection report, issued by the California Highway Patrol (CHP), in an easy to reach location within the vehicle. The vehicle inspection report must be presented upon request and include the following statement: “Authorized to transport school pupils- CVC 545(k)”, followed by the signature and identification number of the CHP employee who conducted the inspection. This ensures the driver has received proper training and a thorough background check which will prevent ex-felons from operating these vehicles.

INDEPENDENT CONTRACTOR

While performing services for the District, the selected contractor shall be an independent contractor and not an officer, agent, or employee of the District.

REIMBURSEABLE FEES

Parking fees, entrance fees, lodging, additional hours, and tolls as determined necessary by the District’s Transportation Director or its designee, shall be expenses of the District and payable to the Contractor. The District will not reimburse Contractor for any expenses incurred except as described below;

If overnight travel is requested by the District, and the Charter Bus Service Contractor is required to book a driver’s room, it shall be a single room at a reasonable rate. Lodging shall be at the same location as the trip participants, if available. The District shall reimburse Contractor the then published GSA rate for lodging based on locality. The driver’s meals shall be the responsibility of the Contractor.

Any unforeseen parking fees, entrance fees, or tolls should be brought to the immediate attention of the District. If the District is unable to resolve payment on its own accord, then upon prior approval from the District’s Transportation Director or its designee, the District may authorize Contractor to make payment on its behalf. The District shall reimburse Contractor for actual expenses incurred plus a 2% administrative fee. Proof of actual expenses must be submitted to the District to be considered valid and must be in the form of a receipt, bank statement or other form of proof as deemed acceptable by the District.

Additional time added to the pre-trip itinerary, if approved or ordered by the District’s Transportation Director or its designee, shall be expenses of the District and will be payable to the Contractor. Any and all approvals for additional time must authorized in writing to be considered valid.

Wheelchair

The District may have a requirement for wheelchair-access buses. Contractor shall provide reasonable accommodations for participants with special needs in accordance with the American with Disabilities Act.

Multiple Bus Travel
The District requires that all buses travel together whether they are the same or different carriers if the trips consist of more than one bus unless directed otherwise by the District's Transportation Director or its designee.
Bus-to-Bus Communication
The District requires bus-to-bus communication and emergency communication.

Bus Driver Responsibilities
The district designated chaperone(s) and the bus driver must work in unison on any bus trip. However, when a safety or driving-related issue is concerned, the bus driver has the final authority and ultimate responsibility.
The driver will arrive at the pickup point a minimum of forty-five (45) minutes prior to the scheduled departure time for the loading of equipment. Pickup and discharge of pupils shall be made at designated points only.
Upon arrival at the trip destination, the driver will keep the trip chaperone(s) informed of the bus's location and unless excused by them, will remain in the immediate area of the bus.
A bus shall not be put into motion until all passengers are seated.
The driver may be required to assist in the loading or unloading of luggage as required by the group.
Prior to departing on any trip, the Driver will review weather conditions for the proposed route. If weather conditions are deemed to be unsafe, trips will be reviewed with the District's Transportation Director or its designee and if needed, delayed until such a time the conditions improve. Trips may be canceled due to these conditions.
In accordance with Education Code 39831.5(4), Safety instruction is to be given to all pupils regardless of grade level prior to departure. The instructions must include the location of emergency exits and the location and use of emergency equipment. The driver of the trip must sign a trip document certifying they have given the group the safety instructions before the trip starts. Documentation must be made available to the District upon request.

GRATUITY - - - No gratuity charges will be allowed under this contract.

AUTHORIZED ORDER PROCESS
Upon the District's Transportation Department submitting a request for services to the contractor, the contractor shall respond within one business day with both a response of acceptance of the trip and the proposal pertaining to tsaid trip

SUSPENSION BY DISTRICT
The District's Director of Transportation, or its designee reserves the right to suspend a contractor and not use the contractor for services due to excessive equipment failure and/or breakdowns, excessive trip refusals, non-responsiveness to trip requests, and for failure to maintain required licenses and/or certifications.

CARRIER RATING
Bidder must submit at the time of bid submittal the CHP 343D Carrier Exception Report Rating Form.

HEALTH GUIDELINES
The successful bidder(s) shall follow current California Department of Public Health (CDPH) and Fresno County Health guidelines as they pertain to public grounds, buildings, and K-12 public school settings.

NO MAXIMUM OR MINIMUM
The District does not guarantee that a minimum or maximum number of trips, miles, and or hours will be requested or committed to.

AGREEMENT AND PRICING
The initial term of the Agreement shall be one year. The term of the Agreement may be extended upon mutual consent of the District and successful bidder(s) for an additional four (4) one (1) year periods. The maximum term of the Agreement is five (5) years. Prices may increase from year to year by 5% or CPI (Consumer Price Index) for Fresno County, whichever is lower. Districts anticipates a cost reduction at first renewal due to inflated fuel costs at time of bid.

CANCELLATIONS
A charge of $250.00 will be due and payable to contractor if a trip is canceled by the District less than 12 hours prior to the start time of the trip. All cancellations must be in writing by the District's Transportation Director or its designee. No other fees, fines, or percentages will be applied. Cancellations by the contractor or failure to complete the trip after confirmation will result in the District issuing the contract to another awarded bidder and may lead to suspension of future services.

If the successful bidder fails or neglects to furnish and/or deliver the services at the prices quoted or at the times and places agreed

DEFAULT
upon or otherwise fails to comply with the terms, conditions, or specifications of this proposal document in its entirety, the District reserves the right to cancel existing services affected by such default and procure services from other sources and deduct from any unpaid balance due to the successful bidder.

GOVERNING LAW & VENUE
The laws of the State of California and the County of Fresno shall govern all aspects of the proposal. Any dispute between the parties must be filed in the County of Fresno – Superior Court or Federal Court.

DAMAGE TO DISTRICT PROPERTY
The successful bidder shall be fully responsible for any damage to the District property caused by its employees. Repairs or replacement, at the option of the District, shall be made by the successful bidder or by the District and charged to the bidder.

DRUG AND ALCOHOL TESTING
The successful bidder shall require that all drivers and other individuals who may encounter students be subject to drug and alcohol testing in accordance with the requirements of any federal, state, and local laws. The successful bidder shall keep a record of said information and shall provide such information to the District upon request. The successful bidder shall notify the District immediately and in writing whenever any driver has tested positive for drugs or alcohol and shall immediately dismiss the driver from delivering to the District.

COMPLIANCE WITH OSHA
The successful bidder agrees that all services offered comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards, and regulations and that the successful bidder will indemnify and hold the District harmless for any failure to so conform.

RECORDS AND AUDIT
The successful bidder shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs claimed to have been incurred and anticipated to be incurred for the performance of the Agreement. The successful bidder shall preserve and make available its records to the District and/or other representative agencies having a financial interest in the Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the District. The successful bidder is responsible for any audit discrepancies involving any deviation from the terms of the Agreement and for any commitments or expenditures in excess of amounts allotted by the District.

QUALITY CONTROL
The District reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract compliance and specifications.

OUT-OF-STATE TRAVEL
The District will contract with contractors for transportation services for both intrastate and interstate travel. The District understands that SPAB requirements are invalid outside California. In the interest of safety, the District requires that the driver operate the vehicle as if it were still in California, following all SPAB laws and regulations to the extent possible.

CALIFORNIA SB 88 (2023)
Contractor agrees to comply with Senate Bill 88 (2023) and California Educational Code 39875 – 39882 during contract term. Bidder must complete and attach Attestation Form prior to submission deadline.

FEDERAL FUNDING
Pursuant to federal rule, when the District expends federal funds, the district reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party

Each Party shall comply with federal laws, regulations, and requirements applicable to such federal grant funds. Contractor represents that it is not debarred, suspended, or otherwise excluded or ineligible to be awarded this Agreement. Contractor shall comply with federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Orders 12549 and 12689. Contractor shall also comply with: (A) applicable federal laws, regulations, and requirements, including but not be limited to, non-discrimination based on race, color, national origin, sex, disability, or age; (B) applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387); (C) Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; (D) the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and CUSD' Conflict of Interest Policies; (E) Conflict Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 CFR Part 401); (F) Surveillance Equipment Restrictions (2 CFR Section 200.216); (G) Domestic Preferences (2 CFR Section 200.322); Procurement of Recovered Materials (2 CFR Section 200.323); (H) Small and Minority Business Preferences (2 CFR Section 200.321); (I) Federal Occupational Safety and Health Act (34 CFR 75.609); and (J) and Energy Conservation Compliance (34 CFR 75.616). Upon CUSD's request, whether during or after the Contract Term, Contractor shall cooperate with and provide CUSD with documents and information relating to this Agreement that are necessary for CUSD to comply with applicable federal laws, regulations, and requirements. The provisions of this Subsection shall survive the termination of bid agreement(s).

PROPOSAL FORM
RFP DOCUMENT C-1

Bidder:

Company Name:_____

Contact Person: _____

Title_____

Address:_____

Phone:_____ Email:_____

Dear Central Unified School District **("CUSD")**:

The above-named respondent hereby proposes and agrees, in accordance with the Contract, to furnish to Central Unified School District, in accordance with the Contract, all labor, vehicles, fuel, and all related equipment, materials and supplies necessary to provide Central Unified School District with charter bus services as required by Central Unified School District from time to time during the term of the Contract: for field trips, special trips, and other excursions as determined by Central Unified School District for students and other persons designated by Central Unified School District. If Central Unified School District awards the Contract to respondent at any time before respondent withdraws it RFP Response, the respondent hereby agrees to, and shall execute and deliver, the Contract in accordance with the Instructions to Respondents. Respondent designates the above contact person and address as its office to which Central Unified School District may deliver any notice that is required or permitted by this RFP.

Respondent shall complete the information requested on this Proposal Form and the other RFP Response Forms listed below and submit them to Central Unified School District in accordance with the Instructions to Respondents and other RFP Documents. Failure to complete and submit shall render the RFP response non-responsive.

Respondent has reviewed complete bid packet and is aware of all forms to be includes with bid submittal.

ADDENDA. Addenda and other documents issued by Central Unified School District are included in this RFP and are a part of the Contract. Respondent acknowledges receipt of the following addenda:

Addendum No._Date _____Addendum No._Date _____

Addendum No._Date _____ Addendum No._Date _____

Addendum No._Date _____ Addendum No._Date _____

The undersigned declares under penalty of perjury under the laws of the State of California and signs on behalf of the above-named respondent that the representations made in this Proposal Form and other RFP Response Documents are true and correct.

Signature:_____ Signature:_____

Print Name:_____ Print Name: _____

Title:_____ Title:_____

Date:_____ Date:_____

NOTE: This Proposal Form must state the respondent's full legal name and business address. If respondent is a partnership, this Proposal Form must be signed in the partnership's name and by a general partner authorized to bind the partnership, with the name and title of the person signing typed or printed below the signature. If respondent is a corporation, this Proposal Form must be signed in the corporation's legal name and by the chairman of the board, president, or any vice president, *and* by the secretary, assistant secretary, the chief financial officer, or assistant treasurer, with the name and title of each person signing typed or printed below the signature. All persons signing this Proposal Form must be authorized to bind the respondent to its RFP Response. Upon Central Unified School District's request, a respondent shall provide written evidence of each such person's authority. **If this Proposal Form is not signed, Central Unified School District will not consider the respondent's RFP Response. At this time, the District does not acknowledge electronic signatures.**

IT IS THE INTENT OF THE DISTRICT TO RECEIVE TOTAL PER TRIP PRICING FOR DESTINATIONS LISTED TO ASSIST SCHOOL SITES AND DEPARTMENTS WITH BUDGET AND FIELD TRIP PLANNING.

District will be creating a pool of service providers based on all complete, responsible bid responses received. Low bidder will be the first company called for trips, if not available, second low bidder will be called and so on, until needed trips are reserved.

No service provider will receive an exclusive contract with the District.

AGREEMENT AND PRICING

The initial term of the Agreement shall be one year. The term of the Agreement may be extended upon mutual consent of the District and successful bidder(s) for an additional four (4) one (1) year periods. The maximum term of the Agreement is five (5) years. Prices may increase from year to year by 5% or CPI (Consumer Price Index) for Fresno County, whichever is lower. Districts anticipates a cost reduction at first renewal due to inflated fuel costs at time of bid.

COST ANALYSIS PAGE

Depart	Destination	Hours	Passenger count	Overall Trip Charge – Flat Rate per Trip
Any Central Unified School	Alcatraz	12	56	
Any Central Unified School	Anaheim	12	56	
Any Central Unified School	Andy Hardin Stadium	12	56	
Any Central Unified School	Antioch	12	56	
Any Central Unified School	Arroyo Grande	12	56	
Any Central Unified School	Arvin HS	12	56	
Any Central Unified School	Atascadero	12	56	
Any Central Unified School	Bakersfield Schools (any)	12	56	
Any Central Unified School	Big Valley Christian	12	56	
Any Central Unified School	Cal Poly	12	56	
Any Central Unified School	Calvin Crest	12	56	
Any Central Unified School	Carmel	12	56	
Any Central Unified School	Cat Haven	6	56	
Any Central Unified School	Chukchansi Park	6	56	
Any Central Unified School	Clovis Unified Schools (any)	6	56	
Any Central Unified School	CSU East Bay	12	56	
Any Central Unified School	CSU Fresno	6	56	
Any Central Unified School	CSU Fullerton	12	56	
Any Central Unified School	CSU Monterey	12	56	
Any Central Unified School	CSU Stanislaus	12	56	
Any Central Unified School	Deer Valley HS	12	56	
Any Central Unified School	Disneyland	12	56	
Any Central Unified School	Disneyland – GRAD NIGHT	12	56	
Any Central Unified School	Downtown Fresno (any)	6	56	
Any Central Unified School	Fairmead	12	56	
Any Central Unified School	Folsom	12	56	
Any Central Unified School	Fresno Unified Schools (any)	6	56	
Any Central Unified School	Grant Union HS	12	56	
Any Central Unified School	Great America	12	56	
Any Central Unified School	Hearst Castle	12	56	
Any Central Unified School	Irvine	12	56	
Any Central Unified School	Jessup University	12	56	
Any Central Unified School	John Ventura Stadium	12	56	
Any Central Unified School	Kerman Unified Schools (any)	6	56	
Any Central Unified School	Kingsburg Unified Schools (any)	6	56	
Any Central Unified School	Knotts Berry Farm	12	56	
Any Central Unified School	LA Getty Museum	12	56	
Any Central Unified School	Lompoc	12	56	
Any Central Unified School	Long Beach	12	56	
Any Central Unified School	Los Angeles	12	56	
Any Central Unified School	Madera Unified Schools (any)	6	56	
Any Central Unified School	Magic Mountain	12	56	
Any Central Unified School	Magic Mountain – GRAD NIGHT	12	56	
Any Central Unified School	Mcdermont X	12	56	

Depart	Destination	Hours	Passenger count	Overall Trip Charge – Flat Rate per Trip
Any Central Unified School	Merced	6	56	
Any Central Unified School	Mesa Verde	12	56	
Any Central Unified School	Mission San Juan Bautista	12	56	
Any Central Unified School	Mission San Miguel	12	56	
Any Central Unified School	Modesto	12	56	
Any Central Unified School	Modesto Christian	12	56	
Any Central Unified School	Monterey	12	56	
Any Central Unified School	Morro Bay	12	56	
Any Central Unified School	Oak Ridge HS	12	56	
Any Central Unified School	Pasadena	12	56	
Any Central Unified School	Paso Robles	12	56	
Any Central Unified School	Pismo Beach	12	56	
Any Central Unified School	Pittman HS	12	56	
Any Central Unified School	Pittsburg	12	56	
Any Central Unified School	Porterville	12	56	
Any Central Unified School	Portola	12	56	
Any Central Unified School	Reedley Schools (any)	6	56	
Any Central Unified School	Rohnart Park	12	56	
Any Central Unified School	Sacramento	12	56	
Any Central Unified School	Saddleback College	12	56	
Any Central Unified School	San Diego	12	56	
Any Central Unified School	San Francisco	12	56	
Any Central Unified School	San Francisco State	12	56	
Any Central Unified School	San Jose State University	12	56	
Any Central Unified School	San Jose Tech Museum	12	56	
Any Central Unified School	San Luis Obispo	12	56	
Any Central Unified School	Sanger Unified Schools (any)	6	56	
Any Central Unified School	Santa Clara	12	56	
Any Central Unified School	Santa Cruz	12	56	
Any Central Unified School	Santa Maria	12	56	
Any Central Unified School	Santa Ynez Hs	12	56	
Any Central Unified School	Selma Unified Schools (any)	6	56	
Any Central Unified School	Sierra High School	6	56	
Any Central Unified School	Sierra Outdoor School	12	56	
Any Central Unified School	Six Flags Disc. Kingdom	12	56	
Any Central Unified School	St. Joseph HS	12	56	
Any Central Unified School	Stanford University	12	56	
Any Central Unified School	Stockdale	12	56	
Any Central Unified School	Stockton	12	56	
Any Central Unified School	Sugarpine Railroad	12	56	
Any Central Unified School	Tollhouse	12	56	
Any Central Unified School	Tom Flores Stadium	12	56	
Any Central Unified School	Tulare Schools (any)	12	56	
Any Central Unified School	Turlock	12	56	
Any Central Unified School	UC Berkeley	12	56	
Any Central Unified School	UC Davis	12	56	

Depart	Destination	Hours	Passenger count	Overall Trip Charge – Flat Rate per Trip
Any Central Unified School	UC Merced	12	56	
Any Central Unified School	UC Santa Barbara	12	56	
Any Central Unified School	UC Santa Cruz	12	56	
Any Central Unified School	UCLA	12	56	
Any Central Unified School	Universal Hollywood	12	56	
Any Central Unified School	Universal Studios	12	56	
Any Central Unified School	Universal Studios – GRAD NIGHT	12	56	
Any Central Unified School	Visalia Unified Schools (any)	6	56	
Any Central Unified School	Washington Union	6	56	
Any Central Unified School	Wonder Valley	6	56	
Any Central Unified School	Woodlake HS	12	56	
Any Central Unified School	Yosemite	12	56	
Any Central Unified School	Yosemite HS	12	56	
TOTAL BID based on one of each trip listed above (This total bid figure will be utilized to determine low bidder.)				$

IT IS THE INTENT OF THE DISTRICT TO RECEIVE TOTAL PER TRIP PRICING FOR DESTINATIONS LISTED TO ASSIST SCHOOL SITES AND DEPARTMENTS WITH BUDGET AND FIELD TRIP PLANNING.

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The initial term of the Agreement shall be one year. The term of the Agreement may be extended upon mutual consent of the District and successful bidder(s) for an additional four (4) one (1) year periods. The maximum term of the Agreement is five (5) years. Prices may increase from year to year by 5% or CPI (Consumer Price Index) for Fresno County, whichever is lower. Districts anticipates a cost reduction at first renewal due to inflated fuel costs at time of bid.

RATES FOR TRIPS NOT LISTED IN COST ANALYSIS:

In the table below, respondent shall list: (A) the vehicle type, (B) the seating capacity of the vehicle, (C) the number of these specific vehicles in your fleet, (D) the rate per hour of charter bus services, (E) the rate per mile (if applicable), and (F) whether the vehicle is ADA compliant. (G) the layover per diem in the event overnight charter bus services is required by CUSD. Respondent may propose fewer or more than 10 vehicles. If more than 10 vehicles are proposed, respondent shall add additional page(s). If fewer than 10 vehicles are proposed, respondent shall leave blank the remaining spaces. If no layover per diem rate is stated in the table above, respondent, if it is awarded the Contract, shall not charge CUSD any layover per diem rate .**Except as specifically stated in the Agreement, the vehicles and Vehicle Rates listed in the table above shall apply to charter bus services that the respondent, if selected and awarded the Contract, shall provide to Central Unified School District. If a rate per mile is listed below, such rate may be used if mutually agreed between Central Unified School District and the selected respondent, which agreement shall be set forth in a purchase order issued by Central Unified School District to the selected respondent.**

TRIP RATES: Respondent proposes to use the vehicles below at the following **"Trip Rates" (must include all costs and taxes for labor, vehicle, equipment, and fuel)** to provide charter bus services to Central Unified School District if respondent is awarded the Contract ***(attach additional page(s) if additional spaces needed)***:

	Vehicle Type Make and Model	Seating Capacity	# in your fleet	Rate Per Hour	Rate Per Mile	ADA Compliant Y or N	Layover Per Diem per Night
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

NON – COLLUSION AFFIDAVIT

RFP DOCUMENT C-2

Name of Respondent:_____

The undersigned declares:

1. Respondent's RFP Response is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The RFP Response is genuine and not collusive or sham.
2. Respondent has not directly or indirectly induced or solicited any other respondents to put in a false or sham response to the RFP. Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham response/proposal, or to refrain from submitting a response to the RFP. Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposed price of respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposed price, or of that of any other respondent. All statements contained in the RFP Response are true. Respondent has not, directly or indirectly, submitted its, his, or her proposed price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid/RFP depository, or to any member or agent thereof to effectuate a collusive or sham response to the RFP, and has not paid, and will not pay, any person or entity for such purpose.
3. I have full power to execute, and do execute, this Non-Collusion Affidavit on behalf of the above-listed respondent and declare under penalty of perjury under the laws of the State of California that the statements contained in this Non-Collusion Affidavit are true and correct and that this Non-Collusion Affidavit is executed on the date stated below.

Signature:_____ Date:_____

Print Name:_____

Title:_____

ANTI-LOBBYING CERTIFICATE

RFP DOCUMENT C-3

(Certification Required for Contract of $100,000 or above)

Name of Respondent:_____

The above-listed respondent certifies that the following are true and accurate and agrees to comply with the provisions of 31 U.S.C 3801 et seq.

1. Respondent will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. Respondent shall disclose any lobbying with non-federal funds that takes place in connection with obtaining federal award.

3. Respondent shall require certification similar to this Certificate in sub-awards at all tiers.

Submission of this Anti-Lobbying Certificate is a prerequisite for making or entering into the Contract imposed by federal law, 31 USC 1352. Any person who makes an expenditure prohibited in 1 above shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

The undersigned represents that he/she has full power to execute, and do execute, this Anti-Lobbying Certificate on behalf of the above-listed respondent and declare under penalty of perjury under the laws of the State of California that the statements contained in this Anti-Lobbying Certificate are true and accurate and that this Anti-Lobbying Certificate is executed on the date stated below.

Signature:_____ Date:_____

Print Name:_____

Title:_____

SPECIAL INSTRUCTIONS AND INFORMATION
BID PROJECT EXPENDITURES MAY INCLUDE FEDERAL FUNDING

1. **Project may be funded in part or in total with Federal Funds.**

2. **City of Fresno and County of Fresno are jurisdiction areas of Central USD**

3. **If State of California prevailing wage rates are higher than Federal Davis-Bacon rates, project to be bid utilizing State of California prevailing wage rates as mandated by California bid laws and regulations.**

4. **Information related to Federal Procurement Guidelines - :**
   a. **Federal Regulation Codes https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1**

   b. **34 Code of Federal Regulations CFR 75.609 related to safety and health https://www.ecfr.gov/cgi-bin/text-idx?SID=cd37bda54b7e6822ae66876ae2b5034c&pitd=20190619&node=se34.1.75_1609&rgn=div8**

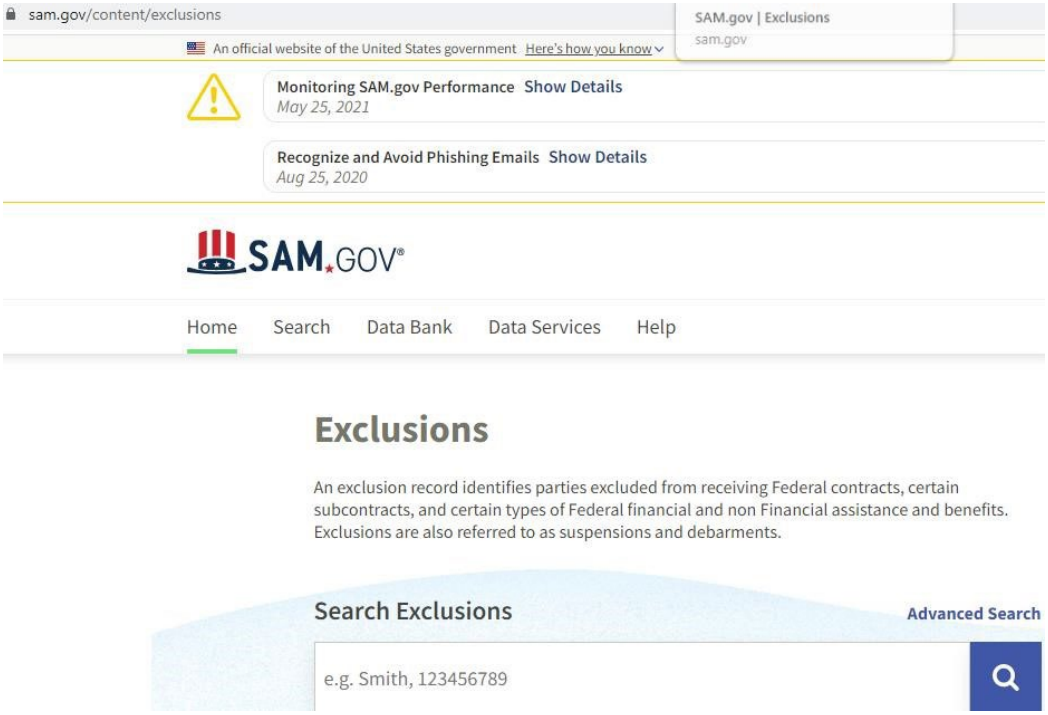
   c. **34 Code of Federal Regulations CFR 75.616 related to energy conservation https://www.ecfr.gov/cgi-bin/text-idx?SID=6b0336c285fb183779141ccaf8b81df8&pitd=20200602&node=se34.1.75_1616&rgn=div8**
   d. **Davis Bacon Wage Rate https://www.dol.gov/**

      https://www.dol.gov/agencies/whd

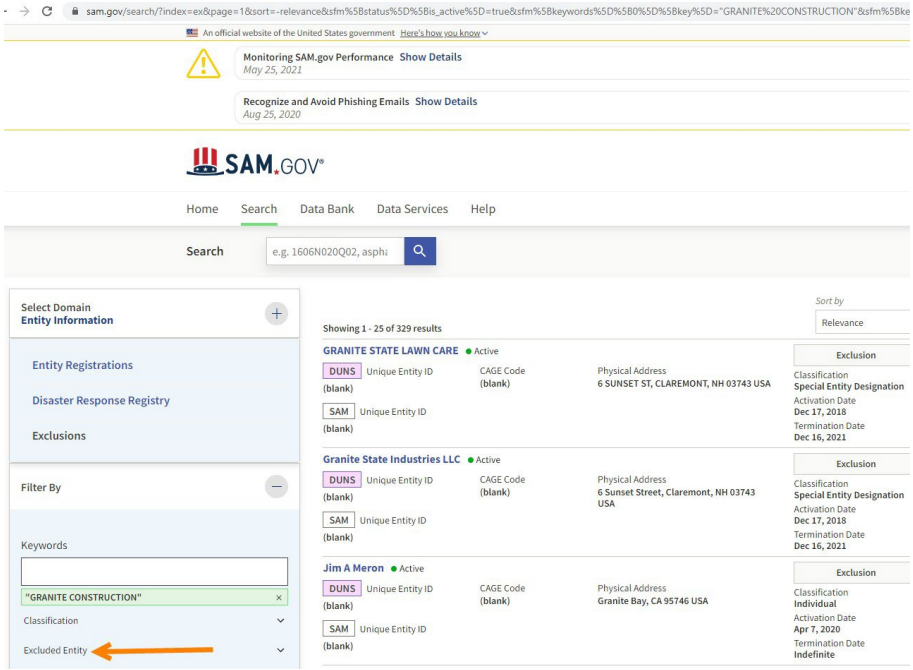
      https://sam.gov/search/?index=dbra&page=1&pageSize=25&sort=-modifiedDate&sfm%5Bstatus%5D%5Bis_active%5D=true

5. **Awarded contractor CANNOT be on the US General Services Administration Lists of Parties Excluded from Federal Procurement or Non-Procurement Programs** https://sam.gov/content/exclusions

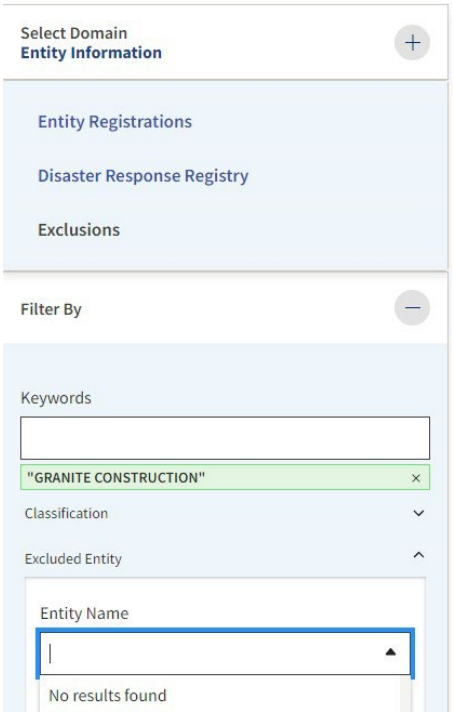
6. **** BIDDER MUST INCLUDE PROOF OF SEARCH RESULTS INDICATING THEY ARE NOT ON THE FEDERAL EXCLUSION LISTING - - SEE SAMPLE SCREEN SHOTS THAT IS TO BE SUBMITTED WITH BID**

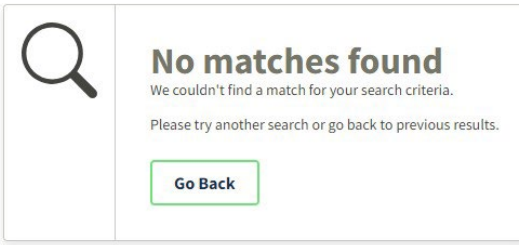


Type in your company name and hit search. Then go to Excluded Entity link on left of page and type in company name a second time and hit enter on keyboard.



7. **PRINT THE SCREEN INDICATING NO MATCHES FOUND FOR YOUR COMPANY AND ATTACH A COPY WITH YOUR BID PROPOSAL. THIS INDICATES YOUR COMPANY IS NOT EXCLUDED FROM FEDERAL CONTRACTS.**


Select Domain
Entity Information
Entity Registrations
Disaster Response Registry
Exclusions
Filter By
Keywords
"GRANITE CONSTRUCTION"
Classification
Excluded Entity
Entity Name
No results found


No matches found
We couldn't find a match for your search criteria.
Please try another search or go back to previous results.
Go Back

ATTACH A SCREEN SHOT INDICATING COMPANY IS NOT ON FEDERAL CONTRACT EXCLUSION LISTING

RFP DOCUMENT C-4

DECLARATION OF GOOD FAITH EFFORT TO MEET PROVISIONS OF FEDERAL FUNDING REQUIREMENTS – INCLUDING, BUT NOT LIMITED TO SAFETY & HEALTH STANDARDS, ENERGY CONSERVATION, DAVIS-BACON PREVAILING WAGE RULES AND RELATED ACT PROVISIONS

I, Natalie Ferraro **, declare that I am**

(Name of Representative) **(Title of Representative)**

of _____.

(Business Name of Bidder)

The party making the foregoing bid declares that the bidder has made good faith efforts to meet the provisions of Federal funding requirements, including, but not limited to Davis-Bacon and related Act provision, the District will exercise its discretion as to whether the good faith effort has been made. The bidders will document the good faith efforts and make those documents available upon request by the District.

I declare under penalty of perjury under the law of the State of California that the Federal funding requirement for this bid was met is true and correct.

Executed this _____day of _____, 20_____ at_____, California.

_____

(Signature of Representative)

NOTE: This declaration does not have to be notarized.

DRUG FREE WORKPLACE CERTIFICATION

RFP DOCUMENT C-5

California Department of Social Services
Community Procurement Unit
Child and Adult Care Food Program
Family Engagement & Empowerment Division

Drug-Free Workplace Certification

The Drug-Free Workplace Certification is required for all contracts per the conditions required by federal law or the U.S. Department of Agriculture (USDA).

Drug-Free Workplace (Grantees Other Than Individuals)

Per the guidance set forth in the Drug-Free Workplace Act of 1988 and Title 2, Code of Federal Regulations (CFR) Part 182, and as implemented in 2 CFR Part 421 as provided in 2 CFR, Part 421, Section 421.20

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace
   b. The grantee's policy of maintaining a drug-free workplace
   c. Any available drug counseling, rehabilitation, and employee assistance programs
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A.1):

4. Notifying the employee in the statement required by paragraph (A.1) that, as a condition of employment under the grant, the employee will:
   a. Abide by the terms of the statement
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction

5. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (A.4.b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee. Notice shall include the identification number(s) of each affected grant.

6. Taking one of the following actions, as to any employee who is convicted, within 30 calendar days after receiving notice under subparagraph (A.4.b) from an employee or otherwise receiving actual notice of such conviction:

   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. Section 794), as amended; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant. Grantee must ensure all such site(s) are identified:

Place of Performance (Street Address, City, County, State, Zip Code).

Check [☐] if there are workplaces on file that are not identified here.

Drug-Free Workplace (Grantees Who Are Individuals)

As required by the Drug-Free Workplace Act of 1988 and 2 CFR Part 182, and as implemented in 2 CFR Part 421 as provided in 2 CFR Part 421.30:

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and Contracts Service, U. S. Department of Education, 400 Maryland Avenue, S. W. (Room 3124, GSA Regional Office Building No. 3), Washington, D.C. 20202-4571. Notice shall include the identification number(s) of each affected grant.

Certification

The Authorized Representative, in signing this document, certifies that he/she has read this Certification and is in compliance with all terms and conditions required for certification.

VENDOR NAME	PHONE NUMBER
PRINT NAME OF AUTHORIZED REPRESENTATIVE	TITLE
SIGNATURE	DATE

LOBBYING CERTIFICATION

RFP DOCUMENT C-6

California Department of Social Services
Community Procurement Unit
Child and Adult Care Food Program
Family Engagement & Empowerment Division

Lobbying Certification

The certification regarding Lobbying is required, for all contracts that exceed $100,000, per the conditions required by federal law or the U.S. Department of Agriculture (USDA).

Per the guidance set forth and required by Section 1352, Title 31, U.S. Code: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

Where the participant or respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

Certification

The Authorized Representative, in signing this document, certifies that he/she has read this Certification and is in compliance with all terms and conditions required for certification.

VENDOR NAME	PHONE NUMBER
PRINT NAME OF AUTHORIZED REPRESENTATIVE	TITLE
SIGNATURE	DATE

DEBARMENT & SUSPENSION

RFP DOCUMENT C-7

California Department of Social Services
Community Procurement Unit
Child and Adult Care Food Program
Family Engagement & Empowerment Division

Child and Adult Care Food Program
CPU–18a (3/2022)
CPU Certification: Debarment and Suspension

Debarment and Suspension

The Debarment and Suspension certification regarding Debarment, Suspension, and Other Responsibility Matters is required for all contracts per the conditions required by federal law or the U.S. Department of Agriculture (USDA).

Per the guidance set forth and required by Executive Order 12549, Debarment and Suspension, and 2 CFR Part 180, for participants or respondents in primary covered transactions:

The participant or respondent certifies that it and its principals:

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

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

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

D. Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $10,000 for which the liability remains unsatisfied.

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

Where the participant or respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

Certification

The Authorized Representative, in signing this document, certifies that he/she has read this Certification and the Vendor is in compliance with all terms and conditions required for certification.

VENDOR NAME	PHONE NUMBER
PRINT NAME OF AUTHORIZED REPRESENTATIVE	TITLE
SIGNATURE	DATE

REFERENCES

RFP DOCUMENT C-8

Bidders must submit a list of at least three (3) clients of similar dollar volume or service level completed within the last 36 months for reference purposes.

CONTRACT DATE	CLIENT NAME	CONTACT PERSON	TELEPHONE NUMBER

NAME OF BIDDER _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we the undersigned

_____as Principal and

_____as Surety, are hereby held and firmly bound unto the Central Unified School District, hereinafter called the "Owner," in the sum of Three Thousand Dollars ($3,000.00) for payment of which sum, well and truly to be made, we hereby jointly and severally find ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

CHARTER BUS SERVICES

in strict accordance with the Contract Documents.

NOW, THEREFORE,

a. If said bid shall be rejected, or, in the alternate;

b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this _day of _,2026, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Notary Seal)

_____

(Principal)

_____

(Business Address)

(Corporate Surety)

(Business Address)

By:

The rate or premium of this bond is _____ per thousand, the total amount of premium charged, $ _____.

(The above must be filled in by Corporate Surety).

In presence of:

PROPOSAL EVALUATION STATEMENT

RFP DOCUMENT D

Bidder acknowledges district's intent to award to multiple bidders that meet bid proposal requirements. As noted in Instructions to Bidders:

> **Award of Agreement**
> **Under Education Code section 39802 the District may award multiple contracts to multiple responsive responsible bidders based on the pricing provided by bidders for each type of trip, type of vehicle, and availability when services are needed. Because the lowest bidder may not be able to meet all needs of the District on any given date/time, qualified contractors will be awarded contracts and will be given the opportunity to provide trips in the order of their ranking that will result from the bids submitted by responsive and responsible contractors. The Board of Education of Central Unified School District reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, and to waive any informality in the bids or the bidding.**

METHOD OF AWARD OF CONTRACT: Central Unified School District intends to award **multiple contracts** to provide charter bus services. The contracts will be awarded to responsible respondent(s) whose proposal is most advantageous to Central Unified School District's programs and who is qualified and experienced to provide charter services and designated personnel for Trips as these terms are defined in the Charter Bus Services Agreement **("Agreement")**. Central Unified School District's decision shall take into consideration of price and references provided.

District will establish a Charter Service call list based on lowest bidder being first on the list, second lowest bidder being second on the list and so on. If low bidder is not available for specific date when contacted by the District, District staff will call next service provider on the list, and so on.

Name of Respondent:_____

Signature _____

CHARTER BUS SERVICES AGREEMENT

"Agreement"

Legal Doc./Contract No. of this signed Agreement ***(Legal use only)***:_____

COVER

RFP No 26-02-7700
Program/Event: Charter Bus Services

CONTRACTOR
Full legal name of other party (Contractor): Attn: Name of contact person, Title: DBA: Street address: City, State: Phone: Email:

CENTRAL UNIFIED	
Central Unified School District Attn: Amer Iqbal, Assistant Superintendent CBO 5652 W Gettysburg Ave Fresno, CA 93722 Email:aiqbal@centralunified.org	**ADDRESS FOR INVOICE TO CENTRAL UNIFIED:** All invoices to Central Unified School District shall be addressed to the attention of Central Unified – Accounts Payable 5652 W Gettysburg Ave Fresno, Ca 93722 **Email:** accountspayable@centralunified.org

INITIAL CONTRACT TERM (see § 3.1)	EXTENSION OF INITIAL CONTRACT TERM
"Effective Date": July 1, 2026 **"Termination Date":** June 30, 2027	At Central USD's discretion and upon written notice to Contract at least 60 days before the Termination Date, CUSD may extend the Initial Contract Term in one-year increments, for a total of five years. (Ed. Code 17596) Proposed annual increases cannot exceed CPI.

CONTRACT AMOUNT, INVOICE, AND PAYMENT (see Art. 2). Contractor shall invoice CUSD and CUSD shall pay Contractor the Contract Amount pursuant to the Payment Schedule stated below:

A. *Contract Amount, Invoice, and Payment Schedule.*

1. As full consideration and compensation for Contractor's performance of the Services required under each purchase order issued by CUSD to Contractor in accordance with this Agreement, CUSD shall pay Contractor the amount due to Contractor as set forth in the applicable purchase order. The amount shall be based on the Vehicle Rates and the Fuel Surcharge Rate set forth in Contractor's Proposal Form. CUSD shall pay Contractor no more than the Layover Per Diem stated in Contractor's Proposal Form for each driver per each night during which Contractor is required to have a driver on a Trip that requires overnight stay. The aggregate amounts of all purchase orders issued in accordance with this Agreement shall be referred to as **"Contract Amount."**
2. CUSD shall pay Contractor within 30 days after: (A) Contractor has completed, in accordance with the applicable purchase order and the Contract, the Services required of Contractor for the period for which Contractor requests payment; and (B) CUSD has received and approved Contractor's invoice, which shall comply with the requirements in B below and Section 2.2.
3. CUSD is not obligated to pay Contractor for any time spent by Contractor's employees for lunch, break, or other leaves before, during, or after an established route or Trip and any such time shall not be included in the time of the established route or Trip.

B. *Invoice Requirements*. Each itemized invoice must be received and approved by CUSD before Contractor may receive any payment under any purchase order and the Contract. Each invoice shall state, at a minimum, the following:

1. Legal Doc./Contract No. of the Contract.
2. Applicable purchase order issued pursuant to the Contract.
3. Services that Contractor has performed pursuant to the applicable purchase order.
4. Date(s) during which the Services were performed.

4. Amount that Contractor requests as compensation for performance of the Services, which amount shall not exceed the amount stated in the applicable purchase order.

CONTRACTOR OBLIGATIONS

A. ***"Services"***: Contractor shall furnish, in accordance with the applicable purchase order, this Agreement, and the other Contract Documents, all labor, vehicles as listed in Contractor's Proposal Form, fuel, and all related equipment, materials and supplies necessary to provide CUSD with charter bus services for one or more of the following as required by CUSD from time to time during the Contract Term:

Mark and complete as applicable: Charter buses

1. **Trips**. Central Unified School District anticipates transportation needs for field trips and other excursions that may include the following:

    a. *Event/Field Trips*: Central Unified School District currently provides charter bus services for all academic and athletic field trips. Central Unified School District anticipates the need for transportation to and from these events all throughout California.

B. *Purchase Order Issuance and Cancellation*: Any Services to be provided by Contractor under the Contract shall be set forth in a purchase order issued by CUSD to Contractor before commencement of the required Services. Except as otherwise set forth in the Agreement, Contractor shall not be obligated to provide any Services to CUSD and CUSD shall not be obligated to accept or pay Contractor for any Services that are not set forth in a purchase order. The purchase order shall state, at minimum, the following information: (1) description of the particular Services to be performed by Contractor, (2) the beginning date and ending date during which Contractor shall perform the required Services, (3) each pickup location and drop-off location, and (4) the amount to be paid to Contractor for performance of the required Services. CUSD, at its discretion and upon 30 days prior written notice to Contractor, may cancel any purchase order for an established route. CUSD, at its discretion and upon 10 days prior written notice to Contractor, may cancel a purchase order for a Trip. If notice of cancellation of a purchase order for a Trip is not provided by CUSD to Contractor within the 10 days, CUSD's sole obligation is to pay Contractor $100 penalty for each purchase order that is cancelled less than 10 days. Upon the cancellation of a purchase order and unless stated here otherwise, the provisions set forth in Section 3.3 shall apply. The cancellation of a purchase order shall not cancel any other purchase orders and shall not terminate the Contract.

C. *Purchase Order Invoicing Terms*:

1. **All trips, except those taken in June, to be invoiced within thirty (30) days. Invoices for June trips to be received on or before June 28 to ensure funds are expensed in proper fiscal year.**

REQUIRED DOCUMENTS. Contractor shall provide to CUSD, as applicable, each document listed below and those required of Contractor elsewhere in this Agreement (collectively **"Required Document")**:

XA. Insurance marked below and complying with Section 4.1, written proof of which Contractor shall provide to CUSD when Contractor delivers this Agreement signed by Contractor and before Contractor commences any Services, unless Contractor is a school district or other public entity in which case Contractor shall provide written proof to CUSD upon CUSD's request (***mark each required***):

X Commercial general liability with additional insured coverage (see Section 4.1.1).

X Workers compensation and employer's liability if Contractor has any employees.

X Commercial auto liability with a combined single limit of not less than $1,000,000 per accident if Contractor operates any vehicle to perform the Services and such Services do not include the transportation of students and/or other persons. If the Services required of Contractor includes the transportation of students and/or other persons, this insurance shall contain: (1) a combined single limit of not less than $5,000,000 per accident and (2) a blanket additional insured endorsement or be endorsed to name the Fresno County Superintendent of Schools, the Fresno County Board of Education, and their officers, employees, agents, and volunteers as an additional insured.

_ Cyber liability. (If such coverage is not provided as part of the CGL policy and additional insured coverage.)

_ Professional liability. (Including cyber E&O, if applicable)

X Childhood Sexual Assault (CSA) Liability not less than $5,00,000. (If such coverage is not provided as part of the CGL policy and additional insured coverage.)

XB. Fingerprinting and Criminal Background Check Certification **("Fingerprinting Certification")**, which Contractor must obtain from and submit to CUSD before Contractor commences any Services.

XC. Tuberculosis Certification **("TB Certification")**, which Contractor must obtain from and submit to CUSD before Contractor commences any Services.

XE. At CUSD's request and as applicable, Taxpayer Identification Number Request, W-9 *(the form of which Contractor shall obtain from CUSD)* or Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding (W-8); *and* Nonresident Withholding Allocation Worksheet (Form 587), Withholding Exemption Certificate (Form 590), or other Franchise Tax Board forms; *and* documents that CUSD requires to process payment to Contractor.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from the Contract, Contractor and Central Unified, separately referred to as a **"Party"** and collectively as the **"Parties,"** have reviewed and understand and hereby enter into the Contract. Unless the context requires otherwise, any reference to a Party in the Contract includes, as applicable, its governing body and members thereof, officers, employees, and agents. Each person executing the Contract on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to the Contract.

CONTRACTOR	CENTRAL UNIFIED SCHOOL DISTRICT
By: _____	By: _____
Print Name:	Amer Iqbal, Assistant Superintendent CBO,
Title:	or Authorized Designee

NOTE – ELECTRONIC SIGNATURE: While CUSD will accept digital signatures on contracts and amendments, they must be validated by a reliable Certificate Authority, and if a digital signature is used to execute any such document, the signature page thereof must be provided to CUSD in the electronic format it was signed in.

GENERAL TERMS AND CONDITIONS

The following documents, each of which is referred to as a **"Contract Document"** and collectively as the **"Contract Documents,"** form the **"Contract"**:

This Agreement, containing the Cover and these General Terms and Conditions:

- Article 1 Scope of Services and Obligations
- Article 2 Payment
- Article 3 Term and Termination of Agreement; Suspension of Services
- Article 4 Insurance
- Article 5 Indemnity
- Article 6 Dispute Resolution
- Article 7 General Provisions

Packet issued by Central Unified School District

Contractor's Response

"Required Documents" (not attached) means documents to support Contractor's representations in Section 1.1 of the General Terms and Conditions and documents required of Contractor on the Cover.

Terms with initial capital letter shall have the respective meanings set forth in the Contract.

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 RECITALS AND REPRESENTATIONS. The following recitals and representations constitute a part of this Agreement and the Contract:

1.1.1 Contractor represents that it is authorized to conduct business in the State of California, is authorized to provide the Services, is willing and able to so provide in accordance with the Contract and is authorized to enter into the Contract.

1.1.2 CUSD is a local public agency duly organized and operating in the State of California and is authorized to enter into the Contract.

1.1.3 By the Contract, the Parties desire to set forth the terms and conditions upon which Contractor shall perform those obligations required of Contractor and CUSD shall pay Contractor therefore, and to set forth other rights and obligations of the Parties.

SECTION 1.2 NON-EXCLUSIVE CONTRACT. Contractor understands and agrees that the Contract does not constitute an exclusive contract for Contractor to provide charter bus services to CUSD. Throughout the Contract Term, CUSD, at its sole discretion and without any notice, obligation, or liability to Contractor, may provide, through CUSD's work force or procure through one or more third parties, charter bus services that are identical or similar to the Services required of Contractor under the Contract. CUSD's use of its work force or a third party shall not constitute or be deemed a breach of any provision of the Contract.

SECTION 1.3 CONTRACTOR QUALIFICATION. Contractor represents and shall ensure throughout the Contract Term that it and all persons whom it employs or retains to perform the Contract have the necessary training, skill, and experience and are qualified to so perform, including having throughout the Contract Term all required licenses, permits, and/or certifications (collectively and separately **"License"**). Contractor shall provide CUSD with written proof of each License upon CUSD's request and notify CUSD in writing no later than five days after Contractor receives any notice that any such License has been revoked, suspended, placed on probation, or non-renewed.

SECTION 1.4 CONTRACTOR RESPONSIBILITY.

1.4.1 GENERALLY.

1.4.1.1 PROVISION OF LABOR AND EQUIPMENT. Contractor shall furnish all labor and equipment, including vehicles, personnel, fuel, tools and related equipment, materials and

supplies, required to provide CUSD with charter bus services under the Contract, and to maintain and operate all vehicles and equipment safely and in a good and workmanlike manner and in accordance with the Contract and applicable laws.

1.4.1.2 VEHICLE SHARING WITH OTHER SCHOOL DISTRICTS. If Contractor is providing charter bus services for school districts within Fresno County, California pursuant to a contract entered into based on to the Contract or separate contracts, the Parties and such school district(s) may coordinate and share vehicles upon a mutual agreement set forth in writing and signed by all parties involved.

1.4.2 STAFFING.

1.4.2.1 DESIGNATED CONTACT. Contractor shall designate a contact person with whom CUSD staff may communicate to procure Services pursuant to purchase orders issued in accordance with this Agreement. Contractor shall notify CUSD of the designated contact within 15 days of the Effective Date and at each time there is a change in the designated contact person.

1.4.2.2 DRIVERS. At all times during the Contract Term, Contractor shall provide adequate number and qualified and trained drivers to cover all Trips as CUSD may need. Contractor shall employ additional drivers and support staff required to cover absence of drivers and staff throughout the Contract Term. The number of substitute employees shall be at Contractor's discretion to assure that all trips are covered at all times by qualified and trained drivers.

1.4.2.2(A) Contractor shall employ only qualified drivers trained and licensed in accordance with applicable California and federal laws to operate the vehicles that will be used to provide Services under the Contract.

1.4.2.2(B) Drivers shall be knowledgeable of the contents of the Contract, excluding rate information, any transportation rules provided by CUSD, and all applicable laws regarding operation of vehicles and transportation of students.

1.4.2.3 FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION. The provisions of this Subsection applies if Contractor is providing Services in the form of charter bus services, whether on an established route or a Trip. Contractor shall require and ensure that each of its employees who will be operating or riding on any vehicle where any students will be present will have been fingerprinted and criminal background checks completed, and that Contractor has completed, signed, and delivered to CUSD the Fingerprinting Notice and Criminal Background Check Certification, which Contractor must obtain from CUSD. Contractor shall apply for subsequent arrest notifications with the California Department of Justice in order for Contractor to receive subsequent arrest notices for Contractor and its employees and shall provide CUSD with an updated Fingerprinting Certification if there are any changes to the information Contractor has provided to CUSD. Contractor must immediately remove from performance of any Services required under the Contract any of its employees who are convicted of or against whom a criminal proceeding is pending for a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

1.4.2.4 TUBERCULOSIS CLEARANCE CERTIFICATION. Contractor shall obtain from and complete, sign, and deliver to CUSD the Tuberculosis Clearance Certification or provide CUSD with documentation satisfactory to CUSD that each of Contractor’s drivers who will provide services under the Contract has been examined and determined by a licensed physician or surgeon within four years of the Contract Effective Date to not have active tuberculosis. If during the Contract Term, any of Contractor’s drivers who are providing services under this Contract are determined to have active tuberculosis, Contractor shall immediately remove such drivers from providing services under this Contract.

1.4.2.5 CUSD RIGHT TO OBSERVE AND REMOVE CONTRACTOR PERSONNEL. CUSD reserves the right to observe any drivers or other personnel at work to assess the interaction between students, attendants, and drivers. However, CUSD does not accept any responsibility to supervise attendants or drivers. Upon CUSD's written request, Contractor shall remove any driver or other personnel from performing services under the Contract.

1.4.3 VEHICLES AND OTHER EQUIPMENT. Contractor shall have the following obligations relating to each vehicle that Contractor uses to provide Services under the Contract:

1.4.3.1 COMPLIANCE WITH APPLICABLE LAWS. Upon CUSD's request, furnish certificates of compliance issued by the California Highway Patrol or other entities acceptable to CUSD, certifying that the vehicle complies with all applicable laws.

1.4.3.2 VEHICLE IDENTIFICATION. Name of charter company to be displayed on each vehicle.

1.4.3.3 MAINTENANCE. Keep and maintain the vehicle in good operating, running and mechanical condition, and in a clean and sanitary condition, adequate for the use and purpose for which the vehicle is intended and in compliance with applicable laws. At CUSD's request, Contractor shall make the vehicle available in Contractor's facilities for inspection by CUSD or CUSD's agents. CUSD may inspect the vehicle at any time to determine whether Contractor is maintaining the vehicle in a clean, sanitary, and safe condition. These inspections may be conducted at Contractor's facilities or at a specific school site during a regular run. Date and times of inspections will not be provided in advance.

1.4.3.4 COMMUNICATION DEVICES. Equip the vehicle with an immediate means of communication to Contractor's base of operations by a two-way radio network system licensed by the Federal Communications Commission or other acceptable system.

1.4.3.5 HEATING AND AIR CONDITION. Equip each vehicle with front and rear heating and air conditioning.

1.4.3.6 OTHER REQUIRED EQUIPMENT. Provide all required, appropriate, or related supplies, equipment, and materials in compliance with laws applicable to vehicles used to transport students in the State of California. Any equipment required by law or by a change in any applicable laws shall be made by Contractor at Contractor's sole expense.

1.4.3.7 FIRST AID KITS: Vehicles to be equipped with stocked first aid kit in location known to driver and communicated with lead District staff member accompanying students.

1.4.4 FUEL AND OTHER PURCHASES. Contractor, at its sole expense, shall provide all fuel (any type), labor, vehicles and equipment, materials, supplies, and any other items necessary and proper to provide Services to CUSD under the Contract. Unless pre-approved by CUSD in writing, CUSD is not obligated to and shall not pay or reimburse Contractor for any labor, equipment, materials, supplies, or any other items relating to Services provided by Contractor under any purchase order issued pursuant to the Contract. All fuel provided by Contractor shall be subject to the Fuel Surcharge Rate set forth in Contractor's Proposal Form, if any such Fuel Surcharge Rate is stated therein.

1.4.5 TRAINING AND SAFETY PROGRAM. Contractor shall comply with all California, federal, and local laws governing the safe operation of vehicles used to provide charter bus services under the Contract and the training of personnel as it relates to the safety of students transported under the Contract. Times for established routes shall be scheduled through mutual agreement between the Parties to provide for semi-annual emergency exit drills. These drills shall be held within the first four weeks of each school semester. If unexpected problems develop to prohibit such scheduled drills during the weeks specified, a make-up drill shall be scheduled as soon thereafter as possible.

1.4.6 STUDENT DISCIPLINE ON VEHICLES.

1.4.6.1 Contractor shall maintain proper student supervision and monitoring for the safety of all persons aboard a vehicle. Contractor's driver shall be primarily a reporting agent only and is not to perform acts of discipline upon any students.

1.4.6.2 Drivers shall maintain orderly conduct of students while students are riding on any vehicle operated by Contractor.

1.4.6.3 Contractor shall report any student behavior problems that develop on a trip through issuance of a pupil conduct report to CUSD for disciplinary action, and/or suspension or removal from riding on Contractor-operated vehicles. CUSD may require that the pupil conduct report be made on a form provided by CUSD.

1.4.6.4 Contractor's drivers and employees are not authorized to remove students from any vehicles.

1.4.7 SCHOOL CLOSURE, INCLEMENT WEATHER, AND CANCELLED TRIPS.

1.4.7.1 SCHOOL CLOSURE AND EARLY DISMISSAL. The decision to close a school at the start of the day or for early dismissal during the day shall be made by CUSD, the school district where the student is attending, and/or other public agency, and CUSD will provide Contractor with notice thereof as soon as reasonably possible if closure disrupts scheduled trips. If CUSD does not provide Contractor with notice thereof before a vehicle has commenced on Trip, CUSD, upon CUSD's receipt and approval of an itemized invoice, shall reimburse Contractor for the cost of the actual time spent by the driver or minimum call-out time of the driver, whichever cost is less.(SEE 1.4.7.3)

1.4.7.2 INCLEMENT WEATHER. Contractor shall, taking into consideration the safety of operations, provide charter bus services for routes and Trips during inclement weather conditions, provide appropriate equipment and trained personnel, and implement alternate routes as necessary and approved by CUSD under such inclement conditions. Foggy day schedules shall be determined by CUSD, the school district where the student is attending, and/or other public agencies, and notice thereof will be communicated by CUSD to Contractor as soon as reasonably possible. If CUSD does not provide Contractor with notice of foggy day schedules before a vehicle has commenced on a Trip, CUSD, upon CUSD's receipt and approval of an itemized invoice, shall reimburse Contractor for the cost of the actual time spent by the driver or minimum call-out time of the driver, whichever cost is less. Foggy day schedule would affect scheduled morning trips.

1.4.7.3 CANCELLATION OF TRIP. CUSD may cancel any Trip by notifying the Contractor at least one hour before the first scheduled pickup stop. CUSD's failure to notify Contractor shall not entitled Contractor to any additional compensation for the Trip.

1.4.8 ACCIDENT REPORTS AND CITATIONS. All accidents or citations that involve Contractor's personnel while providing Services under any purchase order issued under the Contract shall be reported to CUSD. Accidents involving injuries to students or other persons shall be reported to CUSD immediately after the Contractor is notified of them. Contractor may deliver accident or incident reports by telephone but Contractor must provide to CUSD a written report, which includes all pertinent information, as soon as reasonably possible after each accident but in no event later than three business days after the accident.

1.4.9 MEANS, METHODS, AND SAFETY. Unless stated otherwise in a Contract Document in which case such provisions shall apply to the extent provided therein, Contractor is solely responsible for: (A) all means, methods, techniques, sequences, procedures, safety, and work coordination necessary or proper for Contractor to perform the Contract; (B) the acts and omissions of Contractor's officers, employees, agents, and any other persons who Contractor retains to perform the Contract; and (C) taking all reasonable precautions for the safety and prevention of injury to the person of and/or damage or loss to the property of Contractor's officers, employees, agents and any persons who Contractor retains to perform the Contract, to any officers, employees, agents, students, or invitees of CUSD, or to any Third Party.

SECTION 1.5 THIS SECTION LEFT BLANK FOR THIS RFP

SECTION 1.6 TRIPS.

1.6.1 APPLICATION OF ARTICLE. This Section applies to Contractor with respect to any Trip for which Contractor provides Services under any purchase order issued by CUSD in accordance with this Agreement.

1.6.2 SCHEDULING OF TRIP. Upon CUSD's request and subject to availability of vehicles, Contractor shall provide charter bus service for Trips. CUSD shall provide notice to the Contractor at least two business days before the scheduled Trip. Contractor shall respond to the request within no more than one business day. If Contractor does not have the required vehicle(s) and/or personnel available at the time requested by CUSD, Contractor may suggest an alternate time and/or date or CUSD may retain, at CUSD's own expense, another company or entity to provide charter bus services for a Trip. Such retention and use of another company or entity shall not constitute or be deemed a breach of any provision of the Contract. Upon Contractor agreeing to provide the required charter bus services for a Trip, CUSD shall issue a purchase order in accordance with the requirements set forth on the Cover.

1.6.3 CALCULATION OF TIME FOR TRIPS. STANDARD TRIPS NOTED ON COST ANALYSIS ARE STATED FOR ENTIRE TRIP. Time spent for *NON-STANDARD COST ANALYSIS* charter bus services , trip shall be calculated as follows: (A) for picking up students, the total time commencing at the time a vehicle departs from the first pick-up stop and continuing until the time the vehicle arrives at the destination specified by CUSD; and (2) the total time commencing at the time a vehicle departs from the specified destination and continuing until the time the vehicle arrives at the last drop-off stop. For purposes of calculation under this Section 1.6, time shall be computed to the nearest quarter hour (15 minutes). CUSD is not obligated to pay Contractor for any time spent by Contractor's employees for lunch, break, or other leaves before, during, or after a Trip and any such time shall not be included in the time of the Trip.

1.6.4 CANCELLATION OF TRIP. CUSD may cancel any scheduled Trip by cancelling the applicable purchase order in accordance with the provisions set forth on the Cover.

SECTION 1.7 COMPLIANCE WITH APPLICABLE LAWS AND GRANT.

1.7.1 GENERALLY. Each Party shall comply with all laws and regulations (collectively **"Law"**) applicable to its performance of the Contract, and all Law that it agrees to comply under the Contract (referred to collectively and separately as **"Applicable Law"** and shall include amendments and Law that are in effect as of the Effective Date or become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in the Contract and an Applicable Law, the provision in the Contract shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Party shall comply with each grant (if any) that provides funding to pay for the Contract and all Law and requirements applicable to such grant.

1.7.2 FEDERAL GRANT FUNDS. The provisions of this Subsection apply if this Agreement is paid, in part or in whole, with federal grant funds. Each Party shall comply with federal laws, regulations, and requirements applicable to such federal grant funds. Contractor represents that it is not debarred, suspended, or otherwise excluded or ineligible to be awarded this Agreement. Contractor shall comply with federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Orders 12549 and 12689. Contractor shall also comply with: (A) applicable federal laws, regulations, and requirements, including but not be limited to, non-discrimination based on race, color, national origin, sex, disability, or age; (B) applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387); (C) Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; (D) the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and CUSD' Conflict of Interest Policies; (E) Conflict Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 CFR Part 401); (F) Surveillance Equipment Restrictions (2 CFR Section 200.216); (G) Domestic Preferences (2 CFR Section 200.322); Procurement of Recovered Materials (2 CFR Section 200.323); (H) Small and Minority Business Preferences (2 CFR Section 200.321); (I) Federal Occupational Safety and Health Act (34 CFR 75.609); and (J) and Energy Conservation Compliance (34 CFR 75.616). Upon CUSD's request, whether during or after the Contract Term, Contractor shall cooperate with and provide CUSD with documents

and information relating to this Agreement that are necessary for CUSD to comply with applicable federal laws, regulations, and requirements. The provisions of this Subsection shall survive the termination of this Agreement.

SECTION 1.8 RECORDS AND INFORMATION.

1.8.1 REQUIRED DOCUMENTS. Contractor shall provide to CUSD each Required Document listed on the Cover, each of which is incorporated into and constitutes a part of the Contract. If any Required Document becomes incorrect or inapplicable or expires during the Contract Term, Contractor shall promptly notify in writing and/or submit to CUSD the corrected, updated, or effective Required Document. If Contractor refuses to provide any Required Document or corrected, updated, or effective version thereof, CUSD shall have the right to withhold payment of any or all of the Contract Amount until such time that CUSD receives the Required Document from Contractor.

1.8.2 CONFIDENTIAL MATERIAL. If any documents and/or information (for example and not as a limitation, employee or student record) that are subject to nondisclosure or protection under federal and/or California laws (collectively and separately **"Confidential Material"**) are provided to or created by Contractor for or pursuant to the Contract, Contractor shall: (A) not release, disseminate, publish, or disclose the Confidential Material, except as required by law or a court order or as the Contract may permit; (B) unless specifically permitted by Applicable Law, not use the Confidential Material for any purpose not related to Contractor's performance of the Contract; and (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, eraser, alteration, and unauthorized viewing, duplication , and use. The provisions of this Subsection shall survive the termination of the contract.

1.8.3 RECORD RETENTION, INSPECTION, AND AUDIT. Contractor shall maintain accurate books and records of all Services provided under, amounts billed pursuant to, and all documents required of Contractor under the Contract for at least five years after the date on which the Contract terminates and make them available, upon CUSD's request, for review, audit, and/or copying by CUSD and/or any federal or state agencies. Upon CUSD' written notice to Contractor that a longer retention period is necessary in order for CUSD to comply with records retention requirements under a court order or federal or state laws, Contractor shall continue to retain such books and records for the period stated in CUSD's notice. If the Contract involves the expenditure of $10,000 or more in funds from the State of California, it is subject, for three years after the final payment is made, to the State Auditor's examination and audit at CUSD's request or as part of an audit of CUSD. The provisions of this Subsection shall survive the termination of the Contract.

1.8.4 BOOKS AND RECORDS OF SERVICES. Upon CUSD's request and except as prohibited by applicable laws, Contractor shall provide to CUSD within five business days of the request all books, records, reports, and documents relating to services provided under the Contract, including but not limited to the following:

1.8.4.1(A) Copies of all, if any, California Highway Patrol, California Motor Carrier, and Federal Department of Transportation vehicle inspection reports on Contractor's vehicles.

1.8.4.1(B) Monthly report of vehicles receiving preventative maintenance services, stating which vehicles and the nature of the maintenance.

1.8.4.1(C) Monthly report of vehicles receiving major repairs, stating which vehicles and the nature of the repairs.

SECTION 1.9 COMMUNICATIONS AND PUBLIC RELATIONS. The Parties, through each Party's contact person listed on the Cover, shall:

1.9.1 OPERATIONAL PROBLEMS. Cooperate to resolve disputes involving routes, schedules, public relations, and other operational problems relating to the Contract that may arise during the Contract Term.

1.9.2 PUBLIC RELATIONS. Contractor shall cooperate with CUSD to maintain good public relations with parents, the community, and news media so that any pertinent items affecting CUSD's charter bus programs, the Services under the Contract, or the students for whom charter bus services are to be provided under the Contract can be addressed appropriately. Contractor shall notify CUSD immediately of any media inquiries relating to any incidents involving Services that Contractor provides to CUSD.

ARTICLE 2 PAYMENT.

SECTION 2.1 PAYMENT.

2.1.1 PAYMENT DUE TO CONTRACTOR. Compensation for Contractor's performance of the Contract and Services shall be each amount stated in a purchase order issued in accordance with this Agreement and as stated on the Cover. Except as stated in a purchase order, Contractor shall not be entitled to any other payment from CUSD; in the event Contractor has received any payment that is not set forth in a purchase order, Contractor shall refund such payment to CUSD within 30 days of CUSD' request.

SECTION 2.2 INVOICE AND PAYMENT REQUEST DOCUMENTS. Before Contractor may receive any payment under any purchase order issued in accordance with this Agreement, Contractor shall submit an itemized invoice in accordance with the requirements stated on the Cover as well as other documents stated below, to CUSD at CUSD's address for invoice stated on the Cover.

2.2.1 DECLARATION UNDER PENALTY OF PERJURY. Each person submitting and/or signing an invoice on behalf of Contractor declares under penalty of perjury under California laws, and certifies and attests that: (A) he/she has thoroughly reviewed the claim for payment and knows its content; (B) the invoice and supporting information are true, accurate, and complete, and reflect amounts due and Services that Contractor has completed in accordance with the Contract and the correct amount for those Services; (C) Contractor has complied and is in compliance with all obligations required of Contractor under the Contract; and (D) he/she is familiar with Penal Code section 72 pertaining to false claims and knows and understands that submission and/or certification of a false claim may lead to fines, imprisonment, and/or other legal consequences.

2.2.2 ADDITIONAL DOCUMENTATION. Upon receiving an invoice and if CUSD objects to it and/or requires additional information or documentation, CUSD shall notify Contractor and Contractor shall provide such information and/or documentation to CUSD within 10 days after Contractor receives CUSD's notice. If Contractor fails or refuses to provide the additional information, CUSD shall have the right to withhold any payment due to Contractor under the Contract until such time that CUSD receives such information from Contractor.

SECTION 2.3 DEDUCTION AND RELEASE. CUSD may deduct from each payment, if applicable, withholdings required by applicable laws, including but not limited to those for non-California or foreign residents. Contractor's acceptance of any payment under the Contract shall constitute, effective on the date of acceptance, a release of all claims and liabilities that Contractor has or may have against CUSD for any additional payment for the Services, and/or matters, for which the payment was made. However, CUSD's payment shall not relieve Contractor of Contractor's obligations under the Contract or for deficient or defective Services that CUSD discovers after the payment is made.

SECTION 2.4 LIQUIDATED DAMAGES UPON CONTRACTOR'S REFUSAL OR FAILURE TO PERFORM REQUIRED SERVICES.

2.4.1 ASSESSMENT OF LIQUIDATED DAMAGES. Contractor's refusal, failure, and/or delay in performing the Services as required by a purchase order issued in accordance with this Agreement shall subject Contractor to liquidated damages. The remedies provided under this Section 2.4 shall be in addition to any other rights that CUSD may have under the Contract.

2.4.2 AMOUNT OF LIQUIDATED DAMAGES. The actual occurrence of damages and the actual amount of damages that CUSD would suffer if the Services are not performed in accordance with the applicable purchase order and the Contract are dependent upon many circumstances and conditions that could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages that CUSD would suffer if Contractor refuses, fails, or delays performance of the required Services include, but are not limited to, cost incurred to provide alternative charter bus services, disruption of the programs of CUSD and participating school districts, costs of administration, loss of funding due to student absence from school, and the loss suffered by CUSD, school districts, and students who use the charter bus services that Contractor is required to provide under the Contract. Assessment of liquidated damages under this Section 2.4 shall in no way relieve Contractor of its obligations to provide spare vehicles and drivers sufficient to cover all interruptions in Service to CUSD due to failure of equipment or lack of personnel. Accordingly, the Parties agree that the amount stated below shall be the amount of damages that CUSD shall directly incur upon Contractor's refusal, failure, and/or delay in performing the Services as required by the applicable purchase order and the Contract:

2.4.2.1 DELAYED RESPONSE. If Contractor fails to respond to a service request with 24 hours, Contractor shall pay to CUSD, an amount equivalent to the greater of $150 or the actual costs incurred by CUSD to provide transportation for the trip **("Delayed Response Charge")**.

2.4.2.2 MISSED TRIP. If Contractor fails or refuses to perform Services for an entire or any portion of a Trip, Contractor shall pay to CUSD an amount equivalent to the greater of the total costs that Contractor is charging for the Trip or the actual costs incurred by CUSD to provide charter bus services for the Trip **("Missed Trip Charge")** plus 20 percent of the Missed Trip Charge.

2.4.2.3 MISSED STUDENTS. If any student is not picked up and/or dropped off for an established route or a Trip due to Contractor's fault, Contractor shall, on its own time and at its own expense, pick up or drop off the missed student in a timely manner. If Contractor fails or refuses to do so and CUSD incur any costs to pick up or drop off the student, Contractor shall reimburse CUSD for the costs, and, upon Contractor's failure to so reimburse CUSD within 30 days of CUSD's request, CUSD may deduct such costs from any payment due to Contractor under the applicable purchase order.

2.4.3 DEDUCTION FROM PAYMENTS DUE TO CONTRACTOR. If Contractor becomes liable for liquidated damages under this Section 2.4, CUSD, in addition to all other rights and remedies under the Contract and applicable laws, shall have the right to deduct and retain from any payment due to Contractor under the applicable purchase order an amount equivalent to the liquidated damages that CUSD assesses pursuant to this Section.

SECTION 2.5. PRICE INCREASE. Contractor may request to increase the Contract Amount at the end of the first year based on the cumulative increase in the Consumer Price Index (CPI) for all urban consumers for the Fresno area during the previous year, but in no event shall any such increase exceed 5%. The request for a price increase must be submitted in writing at least sixty (60) days prior to the anniversary of the Effective Date be considered. The request must include sufficient detail for CUSD to substantiate the price increase. If approved, the Contract Amount shall be modified by written agreement consistent with Section 7.1. **Districts anticipates a cost reduction at first renewal due to inflated fuel costs at time of bid.**

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT; AND SUSPENSION OF SERVICES.

SECTION 3.1 CONTRACT TERM. The Contract is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto in accordance with the provisions set forth on the Cover **("Contract Term")**, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party.

SECTION 3.2 TERMINATION DURING CONTRACT TERM.

3.2.1 TERMINATION BY CONTRACTOR - CUSD MATERIAL BREACH; NOTICE AND OPPORTUNITY TO CURE. Contractor may terminate the Contract only upon CUSD' material breach of one or more of CUSD' obligations under the Contract. If Contractor believes that CUSD has materially breached one or more of CUSD' obligations under the Contract, Contractor shall provide CUSD with written notice stating the specific obligations of the Contract that CUSD materially breached and the acts or omissions of CUSD that caused the material breach. CUSD shall have 30 days from the date that CUSD receives Contractor's notice to cure the material breach and provide Contractor written notice of such cure. If, upon expiration of the 30-day cure period and provided that CUSD has not disputed the material breach, CUSD has not cure the material breach, the Contract shall terminate at 12:00 midnight on the 30th day after CUSD receives Contractor's notice of material breach without any further notice or action by either Party. Any dispute between the Parties relating to CUSD' material breach and corrective actions shall be resolved in accordance with Article 6. During the 30-day cure period and the pendency of any dispute between the Parties, Contractor shall continue performing all Services required of Contractor.

3.2.2 TERMINATION BY CUSD. During the Contract Term, CUSD may terminate the Contract pursuant to one or more of the following:

3.2.2.1 WITH OR WITHOUT CAUSE/CONVENIENCE. CUSD may terminate the Contract, with or without cause, by giving Contractor written notice at least 30 days before the effective termination date.

3.2.2.2 LOSS OF RIGHTS TO CONDUCT BUSINESS. CUSD may terminate the Contract effective on the date stated in CUSD' written notice of termination to Contractor if: (A) Contractor's legal rights to exist or conduct business in California has been revoked or terminated by the State of California, any other agency, or a court; or (B) Contractor's legal rights to exist or conduct business in California has been suspended or rendered inactive by the State of California, any other agency, or a court and such suspension lasts more than 30 consecutive days.

3.2.2.3 OTHER GROUNDS. CUSD may terminate the Contract effective on the date stated in CUSD' written notice of termination to Contractor pursuant to any of the following: (A) Contractor is required to but fails to provide to CUSD and/or comply with the Fingerprinting Certification or the Sole Proprietor Fingerprinting Addendum; (B) Contractor is required to but fails to provide to CUSD and/or comply with the TB Certification; (C) CUSD, federal or state agency, and/or any entity from which CUSD receives or is to receive funds to pay for the Contract reduce or eliminate some or all such funds, or fail or determine not to appropriate sufficient funds to make future payments under the Contract; (D) a government or issuing agency revokes, suspends, places on probation, or non-renews any License that Contractor must hold to perform the Contract; (E) Contractor assigns, transfers, or subcontracts any or all of Contractor's obligations and/or rights under the Contract in breach of Section 7.3; (F) Contractor fails to maintain and provide written proof of insurance as required by Article 4; or (G) Contractor is required to provide particular staff to perform the Contract but such staff is not able, not willing, or not available to perform the Contract.

3.2.3 BANKRUPTCY OR INSOLVENCY. The Contract shall terminate effective the day immediately preceding the day on which Contractor: (A) files a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors; (B) applies for, consents to, or has an order, judgment, or decree entered by a court for, approval of a petition or appointment of a receiver, trustee, custodian, or liquidator of all or a substantial part of Contractor's assets; (C) is unable to, fails to, or admits in writing its inability generally to pay its debts or obligations as they become due; and/or
(D) makes a general assignment for the benefit of creditors.

SECTION 3.3 RIGHTS AND OBLIGATIONS UPON TERMINATION DURING CONTRACT TERM. If the Contract is terminated during the Contract Term for any reasons and the Parties have not agreed otherwise in a writing executed by them or this Agreement does not provide otherwise, the following applies and survives the termination of the Contract:

3.3.1 PAYMENT BY CUSD. Unless specifically stated otherwise on the Cover in which case such provision shall apply, CUSD shall pay Contractor only for Services that Contractor is required to perform, and has performed in accordance with, the applicable purchase order and the Contract before the effective date of termination. Contractor shall submit an invoice within 30 days of the effective date of termination. The provisions in Article 2 shall apply to Contractor's invoice and CUSD' payment under this Subsection. Upon CUSD' payment, if any has been invoiced by Contractor and is due to Contractor, CUSD is not obligated to make any further payment to Contractor, whether pursuant to contract, law, or equity.

3.3.2 CESSATION OF SERVICES. Contractor shall cease performance of any Services that remain.

3.3.3 DELIVERY OF CUSD WORK AND CONTRACTOR WORK. Within 30 days of the effective termination date of the Contract, Contractor shall deliver to CUSD any CUSD Work that CUSD provided to Contractor and any Contractor Work, whether or not it is complete.

SECTION 3.4 SUSPENSION OF SERVICES. Despite any contrary provision in this Agreement or any other Contract Documents, CUSD shall have the right to suspend, delay, or interrupt any or all Services at any time during the Contract Term by providing written notice to Contractor at least 15 days before the date on which the suspension, delay, or interruption is to begin, and stating the beginning and ending dates thereof **("Suspension Period")**. Unless the Parties agree otherwise in writing, the following shall apply upon CUSD' exercise of the rights under this Section: (A) Contractor shall suspend, delay, or interrupt such Services as stated in CUSD' notice but shall continue to perform all other Services; (B) Contractor shall not be entitled to any compensation for Services that Contractor would have been required to perform under the Contract but did not perform during the Suspension Period, and the amount due to Contractor shall be adjusted to deduct the amount of such compensation and such adjustment shall be set forth in an amendment executed by the Parties; (C) Contractor shall not be entitled to any damage, loss, or cost arising out of, resulting from, or relating to CUSD' exercise of its right under this Section or the Suspension Period; (D) Contractor shall resume performance of the suspended Services on the next business day following the last day of the Suspension Period; and (E) the Contract Term shall remain the same.

SECTION 3.5 FORCE MAJEURE. A Party is not liable for failing to perform or delaying performance of the Contract due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively **"Force Majeure"**), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse CUSD' payment to Contractor of any amount that is due to Contractor where Contractor has performed, in accordance with the Contract, the Services for which payment is requested, and submitted an invoice and supporting information as required on the Cover and Section 2.2. Contractor shall not receive any payment for Services that Contractor did not perform during the period in which the Force Majeure occurred.

ARTICLE 4 INSURANCE.

SECTION 4.1 REQUIRED INSURANCE. Contractor, at its cost, shall maintain in effect insurance as stated below and, on the Cover, and complying, at a minimum, with the requirements stated below. If Contractor is a California public agency, the required coverage may be through self-insurance. CUSD, in its sole discretion, may waive in writing any requirement in this Article; however, CUSD' failure to insist or request that Contractor comply with such requirements shall not constitute a waiver on CUSD' part. CUSD reserves the right to reject any insurance and/or to require that Contractor obtain insurance through an insurer satisfactory to CUSD.

4.1.1 *Commercial General Liability,* in effect during the Contract Term, coverage for property damage, bodily injury, and personal and advertising injury with limits of not less than $5,000,000 general aggregate. This insurance shall contain a blanket additional insured endorsement or be endorsed to name Central Unified School District, members of the Governing Board, their agents, officers, and employees are made additional insured on the Commercial General Liability. Insurance shall also contain two endorsements where insurance carriers agree to waive their rights to subrogate against Central Unified School District and policy shall be named primary and noncontributory coverage for Central Unified School District.

4.1.2 *Workers Compensation* in accordance with California laws and *Employer's Liability Insurance* with a limit of not less than $1,000,000 per accident, both of which shall be in effect during the Contract Term. Insurance carrier agrees to waiver their rights to subrogate against Central Unified School District

4.1.3 *Commercial Automobile Liability,* in effect during the Contract Term, with limits per accident not less than $5,000,000 and providing coverage, at a minimum, for owned, non-owned, and hired autos. This insurance shall contain a blanket additional insured endorsement or be endorsed to name the Central Unified School District, members of the Governing Board, their agents, officers, and employees are made additional insured on the Auto Liability Policies. Auto policy shall also contain two endorsements where insurance carriers agree to waive their rights to subrogate against Central Unified School District and policy shall be named primary and noncontributory coverage for Central Unified School District.

SECTION 4.2 PROOF AND NOTICE; DEDUCTIBLE OR SELF-INSURED RETENTION. Contractor shall provide to CUSD: (A) as required on the Cover and from time to time as CUSD may request, written proof satisfactory to CUSD of the existence of the insurance required of Contractor, including any required endorsement; (B) upon CUSD' request, a copy of the insurance policy and/or other evidence of insurance satisfactory to CUSD; (C) no later than 15 days before the date on which a required insurance expires, written proof of renewal of the insurance, including any required endorsement; and (D) written notice within two business days of the occurrence of any of the following: (1) any required insurance is canceled or non-renewed,
(2) notice from the insurer that the insurer intends to or will cancel or non-renew the insurance, and/or limit, restrict, or reduce Contractor's insurance coverage such that the insurance does not comply with the requirements in Section 4.1, or (3) any required insurance's policy limits have been reduced below those required in Section 4.1. Contractor shall disclose any deductible or self-insured retention for any of the required insurance. CUSD reserves the right to require that such deductible or self-insured retention be eliminated or reduced, that Contractor obtain a bond or other security guaranteeing payment of losses and costs within the limits of the deductible or self-insured retention, or that Contractor provide other assurances satisfactory to CUSD. Contractor's obligation to provide written proof of the insurance required under Section 4.1 shall survive the termination of the Contract.

ARTICLE 5 INDEMNITY.

The indemnity provision of the Fingerprinting Certification, the Sole Proprietor Fingerprinting Addendum, and/or the TB Certification, to the extent such document(s) is/are applicable as indicated on the Cover, shall govern to the extent provided therein. In all other respects relating to the Contract, each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to the Contract shall be governed solely by the provisions of this Article. A Party **("Indemnitor")** shall: (A) indemnify and hold harmless the other Party **("Indemnitee")** to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of

Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws and shall survive the termination of the Contract. **"Claim"** means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to the Contract where there has been no Final Determination. **"Loss"** means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to the Contract and for which there has been a Final Determination that a Party is or both Parties are liable. **"Third Party"** means a person who or an entity that is *not* any of the following: (A) a Party;
(B) an owner, director, officer, employee, or agent of Contractor; (C) an employee, agent, or volunteer of CUSD or a member, officer, or agent of the Fresno County Board of Education; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. **"Final Determination"** means any judgment, order, or decision, each a **"Determination,"** by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to the Contract, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to the Contract that arises or occurs after the termination of the Contract. During any dispute, CUSD' decision, for the time being, shall prevail and Contractor shall perform the Contract as CUSD directs without prejudice to a Final Determination, as this term is defined in Article 5. During a dispute regarding payment under the Contract, CUSD shall pay Contractor the amount that is undisputed and due to Contractor; if a disputed amount is determined in a Final Determination to be due to Contractor, CUSD shall pay such amount to Contractor within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, CUSD shall pay Contractor in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to the Contract until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of the Contract.

ARTICLE 7 GENERAL PROVISIONS.

SECTION 7.1 ENTIRE AGREEMENT, CONFLICT, EXECUTION, AMENDMENT, AND WAIVER. The Contract is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. The Contract consists of, and any conflict or inconsistency in the Contract shall be resolved by giving precedence as follows: This Agreement consisting of the Cover and General Terms and Conditions, the RFP Packet issued by CUSD, the Required Documents, and Contractor's response to CUSD' RFP. The Parties may execute the Contract and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of the Contract or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of the Contract only by a writing executed by them.

SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. If there is uncertainty of any language in the Contract, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of the Contract shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in the Contract shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to the Contract shall be adjudicated in state or federal court in Fresno County, California, provided that CUSD does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of the Contract void, illegal, or unenforceable, the Contract shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of the Contract and the remaining provisions shall be construed to preserve the Parties' intent in the Contract. Any provision in the Contract that by its nature applies after, or is specifically stated to survive, the termination of the Contract shall survive the termination of the Contract.

SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, TRANSFER, AND SUBCONTRACT. Contractor is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of CUSD. The Contract does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Contractor and its officers, employees, agents, and any other person performing services for or on behalf of Contractor shall not have any right or claim against CUSD for wages or employee compensation, social security benefits, workers compensation benefits, health benefits, vacation, sick leave, or other employee benefits. Contractor shall not assign or transfer any or all of its obligations and/or rights under the Contract, including by operation of law or change of control or merger, without CUSD' prior written consent. **Contactor shall not subcontract with any third party to perform some or all of the Services required of Contractor.**

SECTION 7.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under the Contract in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail *and* transmitted by e- mail; and, ***if to CUSD, a copy of any notice and demand by email to*****:** **clanfranco@centralunified.org.** A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of the Contract.