Bus Charter Student Transportation Services Agreement

This Bus Charter Student Transportation Services Agreements ("Agreement") is entered into between the Murrieta Valley Unified School District, a California public school district ("District") and,_____ , ("Contractor"), on this _____ day of_____, 20__.

The District and the Contractor will each be referred to herein as a "Party" and together as the "Parties."

WHEREAS, the District issued **RFP NO. 2026-27-01, Bus Charter Student Transportation Services ("As-Needed")** ("RFP") for the purpose of obtaining student transportation services from qualified transportation providers; and

WHEREAS, Contractor submitted a proposal in response to the RFP and represents that it possesses the qualifications, experience, personnel, vehicles, equipment, licenses, permits, and other resources necessary to perform the services required by the RFP and this Agreement; and

WHEREAS, the District has determined that Contractor is a responsive and responsible proposer and has awarded this Agreement to the Contractor in accordance with the requirements and evaluation procedures established in the RFP; and

WHEREAS, the Parties desire to establish the terms and conditions under which Contractor may provide Bus Charter Student Transportation Services to the District on an as-needed basis.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. CONTRACTOR'S SERVICES

a. **Services**. Contractor shall provide Bus Charter Student Transportation Services ("As-Needed") in accordance with RFP No. 2026-27-01 ("RFP"), the Contractor's proposal, and all applicable addenda, and the terms and conditions of this Agreement.

b. **Multiple Awards**. The District may award agreements to multiple responsive and responsible proposers who meet or exceed the minimum evaluation score established in RFP No. 2026-27-01. Each proposer awarded an Agreement shall become an approved transportation service provide under the RFP.

c. **Non-Exclusive Award**. No Contractor shall have an exclusive right to provide transportation services to the District. The District may obtain transportation services from multiple Contractors awarded agreement pursuant to the RFP.

d. **No Guarantee of Services**. Award of this Agreement does not guarantee Contractor any minimum number of trips, hours, passengers, mileage, revenue, or dollar amount of services during the Term of this Agreement.

e. **Trip Authorization**. Individual transportation services shall be provided only when requested and authorized by the District. Individual trips, routes, schedules, passenger requirements, locations, and other applicable trip details shall be communicated and authorized in accordance with the procedures established in the RFP.

f. **Compliance with RFP**. Contractor shall comply with all requirements, specifications, terms, conditions, and procedures contained in the RFP, including the Scope of Services, applicable addenda, and Contractor's accepted proposal.

g. **Contractor Qualifications**. Contractor shall maintain throughout the Term all licenses, permits, certifications, registrations, insurance, vehicle qualifications, driver qualifications, and other requirements necessary to lawfully and safely perform the services required under this Agreement.

h. **Trip Assignment**. Individual transportation services shall be offered or assigned to awarded Contractors in accordance with the trip assignment, ranking, rotation, availability, and other procedures established in the RFP. Contractor acknowledges that placement on any approved or pre-qualified Contractor roster does not guarantee that Contractor will be offered or assigned any particular trip.

2. CONTRACT DOCUMENTS

a. **Contract Documents.** The following documents shall collectively constitute the Contract Documents governing the services provided under this Agreement:
   - **i.** This Agreement;
   - **ii.** RFP No. 2026-27-01 and its Scope of Services and specifications;
   - **iii.** All written addenda issued by the District;
   - **iv.** Contractor's proposal submitted in response to the RFP;
   - **v.** Contractor's accepting pricing schedule;
   - **vi.** Applicable Purchase Orders/Contracts, trip authorizations, or other written authorizations issued pursuant to this Agreement; and
   - **vii.** Any written amendments to this Agreement executed by both Parties

b. **Order of Precedence.** In the event of a conflict or inconsistency among the Contract Documents, the order of precedence established in the RFP shall apply.

3. TERMS OF PAYMENT

a. **Compensation.** The District shall compensate Contractor for authorized services actually performed under this Agreement at the rates set forth in Contractor's accepted pricing schedule submitted in response to the RFP.

b. **Authorized Services Only**. The District shall not be responsible for payment for services, expenses, additional charges, or other costs that have not been requested or authorized by the District.

c. **Purchase Order/Contracts/Trip Authorizations.** Individual transportation services shall be subject to the District's applicable purchase order/contract, trip authorization, or other written authorization process. Such authorization shall identify the applicable transportation services and shall not modify the terms, conditions, requirements, or pricing established by the Contract Documents unless otherwise authorized by a written amendment executed by the Parties.

d. **Cancellation of Authorized Trips**. The District may cancel an authorized transportation service in accordance with the cancellation provisions established in the RFP. Contractor shall not be entitled to payment for a cancelled trip except as expressly provided in the RFP, Contractor's accepted pricing schedule or written trip authorization.

e. **Failure to Perform**. If Contractor fails to provide an authorized transportation service as required, Contractor shall immediately notify the District and, when directed by the District, take reasonable steps to provide an appropriate replacement vehicle and qualified driver. Any additional costs incurred by the District as a result of Contractor's failure to perform shall be addressed in accordance with the RFP and applicable law.

4. DURATION OF AGREEMENT/TERMINATION.

a. The term of this Agreement shall commence _____, and terminate on _____ ("Term"), unless this Agreement is terminated earlier pursuant to the provisions of this Agreement. This Agreement is subject to four (4) annual options to extend for a maximum aggregate term of five (5) years, subject to mutual written agreement of the Parties and applicable District approval requirements.

b. Upon mutual agreement in writing of the Parties hereto, this Agreement may be terminated for any reason.

c. The District may terminate this Agreement for convenience at any with fifteen (15) days prior written notice to Contractor.

d. The District may terminate this Agreement for cause upon written notice to Contractor if Contractor materially breaches any provision of this Agreement, fails to perform services in accordance with the RFP or this Agreement, fails to maintain required licenses, permits, insurance, certifications, or qualifications, provides unsafe or inadequate transportation services, fails to comply with applicable laws or regulations, or otherwise fails to satisfy a material requirement of the RFP or this Agreement.

e. When the District determines that a breach is reasonably capable of being cured, the District may provide Contractor with written notice of the breach and a reasonable period of time to cure the breach prior to terminating this Agreement for cause.
f. Upon termination of this Agreement, Contractor shall be entitled only to payment for authorized services satisfactorily performed through the effective date of termination, subject to the terms and conditions of this Agreement. Termination shall not relieve either Party of obligations that accrued prior to the effective date of termination of obligations that by their nature survive termination.

5. INDEMNIFICATION AND HOLD HARMLESS. To the furthest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the District, its trustees, officers, officials, employees, contractors, agents, representatives, and volunteers from and against all liabilities, claims, suits, damages, costs, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs attorney fees, expert witness fees, and other expenses of litigation) that the District may incur and that arise out of Contractor's work, services, obligations, or performance under this Agreement, or for any activity, work, or thing done, permitted, or suffered by Contractor in connection with this Agreement, excluding those claims, liabilities, damages, or judgments arising from the sole active negligence or willful misconduct of the District.

The indemnity requirements provided herein shall survive the termination or expiration of this Agreement.

6. INSURANCE.

a. Contractor shall procure and maintain, at its own expense, insurance coverage meeting all requirements specified in the RFP and this Agreement throughout the entire Term of this Agreement and any extension thereof.
b. Contractor shall maintain workers' compensation insurance or qualified self-insurance in the minimum amounts required by California law, as will protect Contractor from claims under worker's compensation laws that may arise from activities of its officers, agents, employees, drivers, or other personnel under this Agreement.
c. Contractor shall maintain commercial general liability insurance in the amounts and with the coverage requirements specified in the RFP.
d. Contractor shall maintain automobile liability insurance covering all vehicles used in connection with the services provided under this Agreement, including owned, hired, and non-owned vehicles, in the amounts and with the coverage requirements specified in the RFP.
e. Where required by the RFP, the District, its Governing Board, trustees, officers, employees, agents, and representatives shall be named as additional insured on applicable liability policies.
f. Contractor shall provide certificates of insurance and all required endorsements to the District prior to commencing services and shall provide updated certificates and endorsements upon renewal or replacement of required insurance.
g. Failure to maintain required insurance coverage shall constitute a material breach of this Agreement and may result in suspension of services or termination of this Agreement.

7. DRIVER AND TRANSPORTION PERSONNEL REQUIREMENTS.

a. Contractor shall ensure that all drivers assigned to provide transportation services under this Agreement meet all applicable federal, state, and local requirements for the transportation of pupils and comply with all driver qualifications established in the RFP.
b. Contractor shall ensure that each driver possesses and maintains all licenses, endorsements, certifications, permits, medical qualifications, and other credentials required by applicable law and the RFP.
c. Contractor shall ensure that all drivers and other personnel who are required to undergo fingerprinting, background checks, criminal-history reviews, or other screening requirements have satisfied such requirements before performing services for the District when required by law or District requirements.
d. Contractor shall maintain all required driver records and shall provide documentation of driver qualifications and compliance to the District upon request.

e. Contractor shall immediately notify the District of any suspension, revocation, restriction, expiration, or other change affecting a driver's ability to lawfully of safely perform transportation services.

8. VEHICLES AND EQUIPMENT.

a. All vehicles and equipment used to provide services under this Agreement shall comply with all applicable federal, state, and local laws, regulations, and requirements and all vehicle requirements established in the RFP.
b. Contractor shall maintain all vehicles and equipment in safe, clean, sanitary, and proper operating condition and shall ensure that all required inspections, registrations, permits, certifications, and maintenance are current.
c. The District may request documentation demonstrating that vehicles used to provide services under this Agreement satisfy applicable inspection, registration, and safety requirements.
d. The District may require Contractor to immediately remove from service any vehicle that the District reasonably determines does not comply with applicable requirements or presents a safety concern.
e. Contractor shall provide an appropriate replacement vehicle when a vehicle assigned to a District trip becomes unavailable, disabled, or otherwise unable to safely complete the trip, subject to the requirements established in the RFP.

9. STUDENT SAFETY AND INCIDENT REPORTING.

a. Contractor shall provide all transportation services in a manner that protects the health, safety, security, and welfare of District students, employees, and authorized passengers.
b. Contractor shall immediately notify the District of any accident, injury, student safety concern, vehicle incident, driver incident, service interruption, significant delay, or other occurrence that may affect the safety or welfare of students or District personnel.
c. Contractor shall provide written reports and supporting documentation concerning accidents, injuries, incidents, complaints, or other events as requested by the District and within the timeframes established by the District of applicable law.
d. Contractor shall cooperate fully with the District and any governmental agency having jurisdiction in connection with the investigation of any accident, incident, complaint, or other matter arising from the transportation services.

10. COMPLIANCE WITH LAWS AND REGULATIONS.

a. Contractor shall observe and comply with all applicable federal, state, and local laws, ordinances, regulations, rules, orders, and requirements relating to the services provided under this Agreement.
b. Contractor shall comply with all applicable requirements governing pupil transportation, including requirements concerning drivers, vehicles, licensing, inspections, safety, insurance, training, and personnel.
c. Contractor shall comply with all applicable requirements of the California Education Code, California Vehicle Code, California Code of Regulations, California Highway Patrol, Department of Motor Vehicles, and other governmental agencies having jurisdiction over the services.
d. Contractor shall provide certifications, attestations, records, reports, or other documentation required by applicable law, the RFP, or the District to demonstrate compliance with applicable requirements.

11. FINGERPRINTING AND BACKGROUND REQUIREMENTS.

a. Contractor shall comply with all applicable fingerprinting, background-check, criminal-history, and other personnel-screening requirements imposed by California law and applicable District requirements.
b. Contractor shall be responsible for ensuring that its employees, drivers, agents, and approved subcontractors who are required to satisfy such requirements have done so before performing services for the District when required by law or District requirements.

c. Contractor shall provide documentation of compliance with applicable fingerprinting and background requirements upon request by the District.

12. INDEPENDENT CONTRACTOR.

a. Contractor, in the performance of this Agreement, shall be and act as an independent contractor, and its officers, agents, employees, drivers, and approved subcontractors shall not be or be considered officers, employees, or agents of the District.
b. Contractor shall be solely responsible for the direction and control of its employees, drivers, agents, and approved subcontractors, subject to the District's authority to establish the required services, schedules, passenger requirements, safety requirements, and other service specifications.
c. Contractor shall be solely responsible for payroll, taxes, benefits, workers' compensation, unemployment insurance, and all other employment-related obligations concerning its personnel.

13. SUBCONTRACTORS.

a. Contractor shall not subcontract any portion of the services under this Agreement without the prior written approval of the District, unless otherwise expressly permitted by the RFP.
b. Any approved subcontractor shall comply with all applicable requirements of the RFP and this Agreement, including applicable driver, vehicle, insurance, licensing, safety, and personnel requirements.
c. Contractor shall remain fully responsible for the acts, omissions, services, personnel, vehicles, and compliance of any approved subcontractor.

14. RECORDS AND AUDIT.

a. Contractor shall maintain complete and accurate records relating to services performed and amounts charged under this Agreement in accordance with applicable law, the RFP, and District requirements.
b. The District shall have the right to review and audit records reasonably necessary to verify Contractor's compliance with this Agreement and the accuracy of invoices submitted to the District.
c. Contractor shall retain such records for the period required by applicable law, the RFP, or District requirements.

15. ASSIGNMENT.

a. This Agreement shall not be assigned, transferred, delegated, or otherwise disposed of by Contractor without the prior written consent of the District.
b. Any attempted assignment or transfer without the District's prior written approval shall be void to the extent permitted by law.

16. DISTRICT POLICIES AND RULES.

a. Contractor shall observe and comply with all applicable rules, regulations, policies, procedures, and requirements of the District and its Governing Board while performing services under this Agreement.
b. Contractor shall ensure that its employees, drivers, agents, and approved subcontractors are informed of and comply with applicable District requirements.

17. NON-EXCLUSIVITY.

a. This Agreement is non-exclusive. The District may award agreements to multiple Contractors pursuant to RFP No. 2026-27-01 and may obtain transportation services from any awarded Contractor in accordance with the procedures established in the RFP.

b. Contractor acknowledges that the District is not obligated to offer any particular trip or transportation service to Contractor and that Contractor has no exclusive right to provide transportation services to the District.
c. The District may obtain transportation services through other contractors, procurement methods, or transportation resources when determined to be in the best interests of the District and as permitted by applicable law.

18. CONFLICT OF INTEREST.

a. Contractor affirms, to the best of its knowledge, that there exists no actual or potential conflict of interest between Contractor, its officers, employees, agents, or business interests and the District with regard to the services provided under this Agreement.
b. Contractor shall promptly disclose to the District any actual or potential conflict of interest that arises during the Term of this Agreement.

19. NOTICES.

a. Any notice required under this Agreement shall be provided in writing to the addresses designated by the Parties below or to such other address as either Party may subsequently designate in writing.

DISTRICT:
Murrieta Valley Unified School District
Purchasing Department
41870 McAlby Ct
Murrieta, CA 92562

CONTRACTOR:
Company Name: _____

Address: _____

City/State/ZIP: _____

Email: _____

Telephone: _____

20. GOVERNING LAW.

a. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
b. Venue for any action arising out of or relating to this Agreement shall be in a court of competent jurisdiction in Riverside County, California, unless otherwise required by law.

21. SEVERABILITY.

a. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the extent permitted by law.

22. AMENDMENTS.

a. This Agreement may be amended only by a written document executed by authorized representatives of both Parties.
b. No oral representation, modification, or agreement shall modify the terms of this Agreement.

23. AUTHORITY TO EXECUTE.

a. Each person executing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Party for whom he or she signs.

24. ENTIRE AGREEMENT.

a. This Agreement and the Contract Documents identified herein constitute the complete and entire agreement between the Parties concerning the services described herein and supersede all prior or contemporaneous oral or written agreements, representations, or understandings concerning such services.
b. Contractor acknowledges that it has reviewed the RFP, applicable addenda, its proposal, pricing schedule, and all other Contract Documents and agrees to perform the services in accordance with their requirements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CONTRACTOR:	**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT**
_____	_____
Typed or printed name	Typed or printed name
_____	
Title (Authorized Officers or Agents)	
_____	_____
Signature	Chief Financial Officer Signature
_____	_____
Date	Date

(CORPORATE SEAL)