MURRIETA VALLEY
UNIFIED SCHOOL DISTRICT

Murrieta Valley Unified School District
41870 McAlby Court
Murrieta, CA 92562

DISTRICT RFP ADDENDUM NO. 2

Date: September 18, 2026

To: All Proposers

From: Jennifer Hanshew, Transportation Director

Re: 2026-27-01 Bus Charter Student Transportation Services

This addendum is issued for the purpose of amending and clarifying certain requirements of the RFP and is hereby made a part of and incorporated into the Contract Documents. Unless specifically stated otherwise herein, all other provisions of the RFP and Contract Documents remain unchanged and in full force and effect.

RFP ADDENDUM NO. 2 DESCRIPTION:

1. RFI Responses – Questions 1-26

1. Page 9, section 3.a, our company does not provide interstate charter bus services. We operate and have authority to operate only within the State of California. Is this acceptable to the District since we do not accept out of state trips?

Answer: Yes, this would be acceptable, not all trips are out of state.

2. Page 10, section 4.d, the State of California has a number of statutes governing and limiting the sharing of background check details with third parties. As a result, we do not share detailed background check information with third parties. Will the certification in Attachment E be sufficient proof of background clearances?

Answer: Attachment E satisfies the proof of clearance for criminal records, but a list of driver license and classifications must be provided with the following information: Driver Name, License Class, Endorsements/Certifications, Medical Examiner Certificate, DMV Pull Notice Status.

3. Should bidders return the full RFP with their submission or just the required forms?

Answer: Proposers should only return the required forms, signature pages, and their narrative responses. Please ensure your submission package includes all completed attachments, certifications, pricing matrices, and narrative responses outlined in the RFP document.

4. Are the bidders required to submit a signed contract with their proposal? Per the RFP: “EXECUTION OF CONTRACT: The signed contract form(s) submitted by the Respondent(s) will become fully executable after the award of the RFP. In the event the Respondent(s) to whom an award is made fails or refuses to execute the contract within the period provided in this section, the District may award the next lowest Respondent, or may reject all proposals and may issue a new Request for Proposal. (ref. Exhibit C – “Sample Agreement” available for review on the District’s Purchasing website.”

Answer: Yes. Proposers must submit the contract forms signed by an authorized corporate official with their proposal package. The contract will then be countersigned by the District and fully executed only after the formal award is made.

5. Regarding "Attachment D Notice Re: Criminal Records Check," this page does not include a signature block. Does this need to be signed and returned?

Answer: No, Attachment D does not need to be signed or returned. Attachment D is an informational notice regarding the criminal records check. The document that requires a signature and must be returned is Attachment E (Criminal Records Certification).

6. Please advise if there is a minimum number of references that should be included.

Answer: Proposers shall provide a minimum of three (3) references, preferably from public school districts or other K-12 educational institutions.

7. Can the District please confirm if pricing should be based on portal-to-portal or live time (first stop to last stop)?

Answer: Yes, pricing should be portal-to-portal (home base to home base / windshield time).

8. I understand that the RFP permits subcontracting. Would the District accept a proposal from a prime contractor that does not own or operate its own fleet, provided that the subcontracted motor carriers performing the transportation meet all applicable requirements, including USDOT/MC authority, CHP requirements, SPAB certification, vehicle and driver requirements, insurance, terminal inspections, and other required safety and licensing standards?

Answer: No. The District will not accept a proposal from a prime contractor that does not own or operate its own fleet. While the RFP permits limited subcontracting for supplemental or emergency capacity, the prime contractor must be a direct owner-operator of a qualifying passenger fleet. Proposals submitted by brokers or non-operating entities will be deemed non-responsive.

9. May the Respondent Qualification requirements related to motor carrier authority, SPAB certification, fleet, terminal inspections, and qualifying school district transportation experience be satisfied through the subcontracted motor carrier(s) that will actually perform the transportation services?

Answer: No. Respondent Qualification requirements must be met directly by the prime contractor (the Respondent). The qualifications, certifications, terminal inspections, and school district experience of a subcontractor cannot be used to satisfy the mandatory eligibility criteria for the prime contractor.

10. Approximately how many trips does the District schedule each year? If possible, could the District provide a breakdown between school bus field trips and charter bus services?

Answer: During the previous academic year, the District conducted approximately 925 total field trips. The operational breakdown is as follows:

- School Bus Field Trips: Approximately 875 trips
- Charter Bus Services: Approximately 50 trips

11. Could the District provide a list of its currently approved transportation vendors, specifically those authorized to provide charter bus services?

Answer: The District will not provide a list of its current or previously utilized transportation vendors. Proposers are expected to independently determine the resources, qualifications, and capabilities necessary to meet the requirements of this RFP. All proposals will be evaluated in accordance with the requirements and evaluation criteria set forth in this RFP.

12. If the District anticipates making multiple awards, can the District clarify how trips will be assigned among awarded vendors? Agreement Section 1(h) references trip assignment, ranking, and rotation procedures established in the RFP, but we were unable to locate those procedures. Please clarify how the process will work, particularly for charter bus services.

Answer: Yes. The District anticipates awarding contracts to multiple responsive and responsible Proposers that meet the minimum evaluation score established in the RFP. Following award, eligible Proposers will be ranked based on their final evaluation scores. Trip opportunities will generally be offered in order of ranking, subject to the Contractor's availability, ability to provide the required vehicle type and capacity, trip requirements, and other applicable RFP requirements. If the highest-ranked Contractor is unavailable or unable to meet the requirements of a particular trip, the District may offer the trip to the next-ranked eligible contractor. Placement on the awarded vendor roster or ranking does not guarantee any minimum number of trips, assignments, or compensation. The District reserves the right to select an eligible Contractor based on the circumstances and requirements of a particular trip.

13. What is the District's typical lead time for trip requests? Additionally, Exhibit A, Section K.1 references written trip authorization requests and a 24-hour quote turnaround. Can the District confirm whether the 24-hour response requirement applies to all trip requests regardless of the amount of advance notice provided?

Answer: The District's standard lead time for trip requests is approximately thirty (30) days; however, same day requests may be required due to unforeseen scheduling changes, athletic playoffs, or itinerary adjustments. The 24-hour quote turnaround applies when at least 24 hours' advance notice is provided. For requests with less than 24 hours' notice, including same day requests, Contractors shall respond as soon as reasonably practicable based on availability and ability to accommodate the trip.

14. Can the District confirm that a vendor may decline a trip before formally accepting it due to driver or vehicle availability without penalty?

Answer: Yes. This RFP is for services on an "as-needed and as-available" basis. A Contractor may decline a trip request prior to acceptance due to driver, vehicle, or other availability constraints without penalty. If a Contractor cannot confirm a requested trip, the District will offer the assignment to an alternative Contractor.

15. For trips that have been formally accepted and confirmed, can the District clarify what is meant by "any lost, event fees" under the cancellation provision and whether these costs would be assessed in addition to the 50% cancellation charge?

Answer: Yes, these costs are assessed in addition to the 50% cancellation charge. "Any lost event fees" refer to all non-recoverable expenses incurred by the District due to cancellation. These include, but are not limited to, entry or admission fees, rescheduling fees, lodging penalties, equipment rental or facility setup fees, and pre-committed personnel or staffing costs.

16. Would the District allow additional pricing for one-way and overnight trips, and if so, where should those rates be provided? For overnight trips, industry standard is for the District/group to cover required driver lodging, either directly or as a separate line item on the contractor's invoice. Can the District confirm this approach is acceptable, including when lodging at the group's hotel is unavailable (Exhibit A, Section B.2)?

Answer: The District will allow Proposers to provide separate pricing for **one-way transportation services**, as one-way trips are a standard transportation service. A separate **One-Way Flat Rate** shall be provided on the revised Attachment A – Proposal Form and shall apply in lieu of the applicable Round-Trip Flat Rate when the District requests transportation in one direction only.

For **overnight trips**, the District will reimburse the Contractor reasonable and necessary driver lodging expenses when overnight lodging is required for performance of an authorized District trip, subject to the requirements and limitations set forth in Exhibit A, Section B.2. When lodging is available at the group's hotel, the Contractor shall utilize the group's hotel when practicable. If lodging at the group's hotel is unavailable or otherwise not reasonably available, the Contractor may arrange alternate lodging, subject to the District's requirements and any applicable prior approval.

Driver lodging shall be treated as a separate reimbursable expense and shall not be included in the One-Way Flat Rate, Round-Trip Flat Rate, or Daily Rate (Overnight), unless otherwise expressly stated in the RFP or authorized in writing by the District. The Contractor shall provide supporting documentation for

reimbursable lodging expenses with its invoice.

17. Invoices & Payment: Can the District confirm its standard payment terms? The current language does not provide a specific timeframe. Would approved invoices be paid within thirty (30) days of receipt and approval?

Answer: Yes, the District confirms its standard payment terms are Standard Net 30. Approved invoices will be paid within thirty (30) days following the completion of services and receipt of a valid invoice. The District does not issue advance or accelerated payments prior to services being fully rendered.

18. Exhibit A, Section C.3 states that trips delayed due to a breakdown will be discounted one hour for every 15 minutes the bus is late, beginning with the first 30 minutes. Can the District confirm that this formula is correct, or clarify the intended calculation?

Answer: The District has revised Exhibit A, Section C.3 to clarify the applicable discount for delays resulting from a Contractor breakdown or mechanical failure. **Please refer to item 2, "Revision to Exhibit A – Section C.3," of this Addendum for the revised provision.**

19. Termination for Convenience Section I, Item 15(b) provides for 30 days' written notice, while agreement Section 4(c) provides for 15 days' written notice. Can the District confirm which notice period applies?

Answer: The District confirms that thirty (30) days' prior written notice shall apply to termination for convenience. The Agreement will be revised as necessary to ensure consistency. **Please refer to item 3, "Revision to Agreement Section 4(c) – Termination for Convenience", of this Addendum.**

20. Please confirm the anticipated contract commencement date, as Agreement Section 4(a) currently leaves the start date blank. This information will also clarify the timing of rate adjustment requests, which must be submitted ninety days prior to the end of each annual contract period pursuant to Section I, Item 20.

Answer: The District currently anticipates that the Agreement will commence in November 2026. The specific commencement date has not yet been established and will be confirmed upon execution of the Agreement. The annual contract periods and applicable rate adjustment deadlines under Section I, Item 20 will be calculated based on the actual contract commencement date stated in the fully executed Agreement.

21. The solicitation allows subcontracting with prior approval from the Transportation Department but does not outline the process. Can the District clarify the approval process and expected timeframe for obtaining subcontractor approval?

Answer: Subcontracting is permitted only with the District's prior written approval. The Contractor shall submit a written request to the District's Transportation Department identifying the proposed subcontractor and providing documentation requested by the District to verify the subcontractor's qualifications and compliance with applicable RFP and Agreement requirements. The subcontractor may not perform services until written approval is provided. The District will review requests as promptly as reasonably practicable; Contractors should submit requests sufficiently in advance of the anticipated service date to allow adequate time for review and approval. The Contractor remains fully responsible for all services performed by an approved subcontractor.

22. Exhibit A, Section H references wheelchair-accessible buses but does not specify a minimum fleet requirement. Can the District confirm whether contractors are required to maintain a specific number or percentage of wheelchair-accessible vehicles.

Answer: No specific number or percentage of wheelchair-accessible vehicles is required. Wheelchair-accessible transportation shall be provided when requested by the District for a particular trip. Contractors must have the capability to provide an appropriately equipped vehicle when required.

23. Can the District please clarify RFP Section III(8) Execution of Contract: (2) What is the applicable time period for executing the contract, since Section III(8) references "the period provided in this section" without specifying one.

Answer: The District clarifies that the question's reference to Section III(8) should be Section III, Item 9 –

Execution of Contract.

Section III, Item 9 of the RFP does not specify a separate execution period. The District hereby establishes a period of ten (10) business days following formal award of the RFP for the successful proposer(s) to execute the Agreement. Failure or refusal to execute the Agreement within this period may result in the District awarding to the next eligible proposer, rejecting all proposals, or issuing a new Request for Proposal, as provided in the RFP.

24. Can the District provide the applicable purchase order referred to in Section 3(c) of the Bus Charter Student Transportation Services Agreement ("Transportation Agreement")?

Answer: The purchase order referenced in Section 3(c) of the Revised Agreement Form is the District's standard purchase order issued through its purchasing process for authorized services. It is not a separate proposal form that proposers are required to complete or submit with their proposal.

Individual transportation services will be authorized through the District's applicable purchase order, contract, trip authorization, or other written authorization process. The applicable authorization will identify the transportation services being requested and will be issued in accordance with the terms and conditions of the RFP, applicable addenda, and Agreement. As provided in Section 3(c) of the Revised Agreement Form, such authorization 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.

25. There are some conflicting or inconsistent provisions between the RFP and the Transportation Agreement. For example: (1) the RFP includes a force majeure clause at Section I(13), while the Transportation Agreement has none; (2) the hold harmless clause in RFP Section I(16) differs from the one in Transportation Agreement Section 5; and (3) the termination-for-breach provision in RFP Section I(15)(c) is mutual, while the corresponding provision in Transportation Agreement Section 4(d) runs one way in the District's favor. Given these inconsistencies, can we confirm that the RFP's provisions will govern, or be incorporated into, the Transportation Agreement where the two documents conflict or where the Agreement is silent?

Answer: Yes. The RFP, applicable addenda, and Bus Charter Student Transportation Services Agreement are intended to be read together as the governing contract documents. The RFP requirements are incorporated into the Agreement. Where the Agreement is silent on a matter addressed in the RFP, the applicable RFP provision shall apply. The District will revise the Agreement as necessary to eliminate inconsistencies and ensure consistency with the RFP, including:

- Force Majeure: The provision in RFP Section I (13) will be incorporated into the Agreement.
- Hold Harmless/Indemnification: The Agreement will be revised to conform to RFP Section I (16).
- Termination for Breach: The Agreement will be revised to conform to RFP Section I (15)(c), including the 15-day opportunity to cure.

The final Agreement will incorporate the RFP, applicable addenda, Contractor's accepted proposal, pricing schedule, and other applicable contract documents.

26. Would the District be willing to consider reducing the automobile liability requirement to $5 million total, including primary and excess coverage? This aligns with applicable California and federal minimum requirements and the limits we typically see in other school district contracts.

Answer: No. The District will not reduce or modify the automobile liability insurance requirements specified in the RFP. The required $5,000,000 automobile liability coverage and separate $5,000,000 Umbrella/Excess Liability coverage are contractual requirements established by the District and shall be maintained as specified in the RFP, in addition to any insurance required by applicable law.

2. **Revision to Exhibit A – Section C.3 –Breakdowns or Mechanical Failures.** Exhibit A, Section C.3 of RFP No. 2026-27-01 is hereby deleted and replaced in its entirety with the following:

   C.3 Breakdown/Mechanical Failure. In the event of a breakdown, mechanical failure, traffic delay, or other unforeseen circumstance that causes the Contractor to be delayed in providing scheduled transportation services, the Contractor shall notify the District **as soon as reasonably possible** of the delay and the anticipated impact on the scheduled service.

   The following discounts shall apply to delays resulting from a Contractor breakdown or mechanical failure:

Delay Due to Breakdown/Mechanical Failure	Discount
0-30 minutes	No Discount
31-59 minutes	25% of applicable trip charge
60 minutes or more	35% of applicable trip charge

This applicable discount shall be reflected on the Contractor's invoice. This provision does not relieve the Contractor of any other obligations under the RFP, including the requirements of Section C.2 regarding substitute transportation.

All other provisions of Exhibit A and the RFP remain unchanged unless specifically revised by this addendum.

3. **Revision to Agreement Section 4(c) – Termination for Convenience.** Agreement Section 4(c) is hereby deleted and replaced in its entirety with the following:

   c. The District may terminate this Agreement for convenience at any time upon thirty (30) days' prior written notice to Contractor.
   The Revised Agreement Form issued with this Addendum incorporates this revision.

4. **Replacement of Agreement Form – Revised Agreement Form.** The Agreement Form originally included with RFP No. 2026-27-01 as the **Sample Agreement** is hereby deleted and replaced in its entirety by the **Revised Agreement Form** issued with this Addendum.

   The Revised Agreement Form incorporates the revisions and clarifications identified in this Addendum and is intended to replace the Sample Agreement previously included in the RFP. Proposers shall review the Revised Agreement Form in its entirety, as it shall constitute the Agreement Form applicable to any resulting contract.

   The Revised Agreement Form is titled "Bus Charter Student Transportation Services Agreement."
   All other provisions of RFP No. 2026-27-01 and prior Addenda remain unchanged unless specifically revised by this Addendum.

5. **Further Revision to Attachment A – Proposal Form – One-way and Overnight Pricing.** Attachment A – Proposal Form, as previously revised by Addendum NO. 1, is hereby further revised to include separate pricing for One-Way Transportation Services and Overnight/Daily Transportation Services.
   The Proposal Form shall include the following additional pricing fields:

   - One-Way Flat Rate
   - Daily Rate (Overnight)

The **One-Way Flat Rate** shall apply in lieu of the applicable Round-Trip Rate when the District requests transportation services in one direction only and no return transportation is provided as part of the same trip assignment.

The **Daily Rate (Overnight)** shall apply to each authorized overnight day of transportation service when the Contractor's vehicle and driver remain with or available to the District group overnight for continued transportation services.
The Daily Rate is a transportation service charge and is separate from any authorized driver lodging expense. Driver lodging, when required for an authorized overnight trip, shall be handled in accordance with Exhibit A, Section B.2.

The revised pricing table replaces the corresponding pricing table previously issued or revised by Addendum No. 1. All other pricing requirements remain unchanged unless specifically revised by this Addendum.

6. **Revision to Exhibit A – Section B.2 – Overnight Trips and Driver Lodging.** Exhibit A, Section B.2 of RFP No. 2026-27-01 is hereby deleted and replaced in its entirety with the following:

   For authorized overnight transportation services, the Contractor shall charge the applicable Daily Rate (Overnight) provided in Attachment A – Revised Proposal Form for each authorized additional day of overnight transportation service.

   The Daily Rate (Overnight) does not include driver lodging. The District shall reimburse the Contractor for reasonable and necessary driver lodging expenses when overnight lodging is required. When practicable, the Contractor shall use the group's hotel. If the group's hotel is unavailable, the Contractor may arrange comparable lodging at a reasonable cost, subject to District approval when practicable.

   Driver lodging shall be bill separately with supporting documentation. Driver meals and personal expenses are the Contractor's responsibility unless otherwise authorized by the District.

   All other provisions of Exhibit A remain unchanged.

ENCLOSURES TO ADDENDUM NO. 2:

- Revised Agreement Form
- Attachment A – Revised Proposal Form

END OF DISTRICT RFP ADDENDUM NO. 2

Bus Charter Student Transportation Services Agreement
Revised Agreement Form (Addendum No. 2)

This Bus Charter Student Transportation Services Agreement ("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 awarded Contractor under the RFP.
c. **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.
d. **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.
e. **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.
f. **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.
g. **Trip Assignment**. Individual transportation services shall be offered or assigned to awarded Contractors in accordance with ranking, availability, and other trip assignment procedures established in the RFP and applicable addenda. Placement on an 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, including Exhibit A - Scope of Services and specifications and requirements contained therein;
   - **iii.** All written addenda issued by the District;
   - **iv.** Contractor's proposal submitted in response to the RFP;
   - **v.** Contractor's accepted 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 or scheduled transportation service. No cancellation fee or payment shall be due to Contractor unless expressly provided in the Contract Documents or otherwise agreed to in writing by the Parties. Contractor cancellations within twenty-four (24) hours of the scheduled pickup time, or failure to furnish the requested seating capacity, shall be subject to the cancellation charges and other remedies established in the RFP. Repeated cancellation or failure to complete a confirmed trip may result in contract default and/or the District electing not to offer additional trips to Contractor, as provided in the RFP.
e. **Failure to Perform**. If Contractor fails to perform an authorized service, Contractor shall immediately notify the District and provide substitute transportation, replacement vehicle(s), and/or qualified driver(s) as required by the RFP. Any applicable discounts or other remedies shall be administered in accordance with the RFP and Addenda.
f. **Reimbursable Expenses.** The District shall reimburse Contractor only for parking and other fees, excluding fines, and other reimbursable expenses expressly permitted under the RFP, when authorized or approved in accordance with the RFP. Driver lodging, when required and approved in accordance with the RFP, shall be reimbursable as provided therein. Driver meals shall be the responsibility of Contractor. No additional charges shall be permitted for delays resulting from Contractor equipment mechanical failure or driver performance.
g. **No Gratuity.** No gratuity, tip, or similar charge shall be permitted under this Agreement. All services shall be included in the applicable per-trip rate.
h. **Rate Adjustments**. Rates shall remain firm for the initial twelve (12) months. Any subsequent rate adjustment shall be subject to the requirements, review, negotiation, and District approval procedures established in the RFP and shall not be automatic or guaranteed. Requests for rate adjustments must be submitted in writing no later than ninety (90) days prior to the end of the applicable annual contract period. No fuel surcharge shall be permitted during the term of the Agreement.
i. **Payment Terms**. Approved invoices shall be paid in accordance with the District's standard payment terms of Net thirty (30) days following completion of services and receipt of a valid invoice.

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. Any request by Contractor for an extension shall be submitted in writing to the District no later than ninety (90) days prior to the expiration of the then-current term.
b. Upon mutual agreement in writing of the Parties hereto, this Agreement may be terminated for any reason.
c. The District, in its sole discretion, may terminate this Agreement for convenience at any time upon thirty (30) days' prior written notice to Contractor.
d. Either Party may terminate this Agreement in the event of a material breach by the other Party. The Party seeking termination shall provide written notice of the breach and its intent to terminate. If the breaching Party does not entirely cure the breach within fifteen (15) days of the date of notice, the non-breaching Party may thereafter terminate this Agreement by written notice.
e. The District may terminate this Agreement immediately upon written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor is required to hold to provide the services under this Agreement.
f. The District reserves the right to terminate or suspend this Agreement if the District's Governing Board determines that funding is insufficient to remain fully operational and calls for a Districtwide furlough or similar temporary reduction in operations, in accordance with the RFP.
g. The District may suspend Contractor from receiving trip assignments or providing services when authorized under the RFP, including for excessive equipment failures or breakdowns, excessive trip refusals, late cancellations, or expired or nonexistent required certifications. Suspension shall not limit any other rights or remedies available to the District under this Agreement, the RFP, or applicable law.
h. 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 or of obligations that by their nature survive termination.

5. FORCE MAJEURE

a. The Parties shall be excused from performance during the time and to the extent that they are prevented from performing by an act of God, fire, strike, loss, accident, or any other cause beyond the control of the Parties, provided that satisfactory evidence is presented and the failure to perform is not due to the fault or neglect of the affected Party.

6. INDEMNIFICATION AND HOLD HARMLESS.

a. 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.

7. 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, sexual abuse and molestation liability coverage, automobile liability insurance, and umbrella or excess liability insurance in the amounts and with the coverage requirements specified in the RFP.
d. Where required by the RFP, the District, its Governing Board, trustees, officers, employees, agents, representatives, consultants, contractors, and volunteers shall be named as additional insured on applicable liability policies.
e. All required insurance shall be provided by insurers meeting the rating and other requirements specified in the RFP. 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.
f. Insurance certificates shall include the notice requirements specified in the RFP, including the required thirty (30)-day non-renewal or cancellation notice.
g. Contractor shall ensure that any approved subcontractor maintains the insurance coverage required by the RFP and this Agreement. Contractor shall remain responsible for monitoring subcontractor compliance.
h. Failure to maintain required insurance coverage or provide required evidence of insurance shall constitute a material breach of this Agreement and may result in suspension or termination of this Agreement. The District may exercise any other rights available under the RFP or applicable law.

8. DRIVER AND TRANSPORTATION 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 or safely perform transportation services.
f. Contractor shall provide the District with a complete list of drivers assigned or available to perform services, including the information required by the RFP and applicable addenda, including driver name, license class, endorsements/certifications, Medical Examiner Certificate, DMV Pull Notice Status, CDL number, expiration date, and length of employment, as applicable.
g. The District reserves the right to reject any driver assigned to provide services under this Agreement and shall notify Contractor in writing.

9. 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.
f. Contractor shall maintain and provide the District with current fleet information for vehicles used or available for District services, including bus number, make, model, year of manufacture, VIN, license information, seating capacity, storage capacity, and last CHP inspection date, as required by the RFP.
g. Contractor may provide substitute vehicles in accordance with the substitute-vehicle requirements established in the RFP and applicable addenda.

10. 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 report verbally to both the California Highway Patrol and the District any accident involving Contractor's equipment or personnel while transporting District personnel and/or students.
c. Contractor shall provide the District with a written accident or incident report within twenty-four (24) hours of the occurrence, in addition to any other reporting required by law or the RFP.
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.

11. 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.

12. 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.

13. 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.

14. SUBCONTRACTORS.

a. Contractor shall not subcontract any portion of the services under this Agreement except as expressly permitted by the RFP and applicable Addenda and with the prior written approval of the District.
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.
d. Contractor shall remain the prime contractor and shall maintain the fleet, qualifications, licenses, permits, and other mandatory requirements required of the Contractor under the RFP. Mandatory Contractor qualifications shall not be satisfied through subcontractors.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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: _____

21. 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.

22. 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.

23. 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.

24. 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.

25. 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)	Title (Authorized Officers or Agents)
_____	_____
Signature	Signature
_____	_____
Date	Date

(CORPORATE SEAL)

ATTACHMENT A
REVISED PROPOSAL FORM
ADDENDUM 2 – 09/18/26

TO: MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

FROM: _____
Name of Respondent

PROPOSAL FORM

Include all costs in your proposal. This proposal includes all items as indicated and as specified for the designated services for the District. The "Not to Exceed" proposal shall include all labor, materials, transportation and services necessary to complete said work excluding State or County Sales or Use tax. Do not leave any pricing cells blank. Enter "$0.00" if a specific charge does not apply.

Category	Passenger Capacity	Round Trip - Flat Rate (5 Hour Minimum)	One-Way Trip Flat Rate	Daily Rate (Overnight)	Hourly Rate (After 5 Hours)	Mountain Trip Add-on Fee (Per Trip)
1	Coach Bus – 24-42 Maximum Passenger	$	$	$	/hr	$
2	Coach Bus – 43-51 Passenger	$	$	$	/hr	$
3	Coach Bus – 52-84 Maximum Passenger	$	$	$	/hr	$
4	School Bus – 24-42 Maximum Passenger	$	$	$	/hr	$
5	School Bus – 43-51 Passenger	$	$	$	/hr	$
6	School Bus – 52-84 Maximum Passenger	$	$	$	/hr	$

The Respondent is (Check One): ____ Corporation ____ Partnership ____ Proprietorship

If the Respondent is a Corporation, the proposal should be signed with the name of the Corporation by an officer authorized to execute a proposal on behalf of the Corporation. This Corporation is organized and existing under and by virtues of the Laws of the State of Federal Tax ID Number: _____.

If the Respondent is a Partnership, the proposal should be signed with the name of the partnership by one of the partners. Federal Tax ID Number: _____.

If the Respondent is unincorporated and a Sole Proprietorship, the proposal should be signed with the name of the Sole Proprietor by that person. Social Security Number: _____.

Dated: _____ , 2026

FIRM NAME: _____

BY: _____