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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Denise G. Saddler, EdD, Interim Superintendent
Tara Gard, Deputy Superintendent of Business and Operations
Kimberly E. Raney, Executive Director Transportation

Meeting Date June 24, 2026

Subject Services Agreement – Black Tie Transportation LLC – Transportation SPAB Vendor for Field Trips – Talent/Human Resources Department

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Action Requested Approval by the Board of Education of a Services Agreement by and between the Oakland Unified School District and with Black Tie Transportation LLC - School Pupil Activity Bus ("SPAB") transportation providers for field trips, local/short-distance trips and longer-distance and overnight trips. The District intends to establish a pool of pre-approved SPAB providers operating under District master agreements and to authorize District school sites and programs requiring student transportation services to select from the approved vendor list, for the period of July 1, 2026 through June 30, 2029, in an amount not to exceed $150,000 annually.

Background The Oakland Unified School District issued a Request for Proposals (RFP) on March 13, 2026 to establish qualified contracts with School Pupil Activity Bus ("SPAB") transportation providers for District athletics, field trips, outdoor education programs, expanded learning opportunities, and other student-related transportation needs. The intent of the RFP was to create a pool of pre-approved SPAB transportation vendors operating under District master agreements, allowing school sites and District programs to efficiently procure transportation services from approved providers while ensuring compliance with procurement, safety, insurance, and operational requirements.

Discussion Historically, transportation services for field trips, athletics, and student programs have been decentralized across departments and school sites, resulting in inconsistent contracting practices, administrative inefficiencies, and procurement compliance concerns. Establishing a centralized, competitively procured list of approved SPAB providers supports stronger operational oversight, standardized contract terms, improved vendor accountability, and more efficient coordination of transportation services Districtwide.

During the 2025–2026 fiscal year, the District expended approximately $2.75 million on student transportation services related to field trips, athletics, outdoor education, and expanded learning programs. Major program expenditures included:

- Oakland Goes Outdoors: approximately $424,000
- Expanded Learning/Summer Programs: significant annual transportation expenditures $200,000
- Oakland Athletic League ("OAL") Athletics Transportation: approximately $1.2 million

Given the substantial annual transportation expenditures and the operational need for ongoing transportation services throughout the school year, the District determined that establishing a formal competitively procured vendor pool was in the best interest of the District and aligned with public procurement requirements and fiscal stewardship responsibilities.

Following the RFP evaluation process, the District identified and selected qualified SPAB providers based on criteria including:

- safety and regulatory compliance,
- SPAB certification and licensing,
- operational capacity,
- experience serving K–12 educational agencies,
- pricing,
- responsiveness,
- insurance and risk compliance,
- fleet availability,
- and demonstrated ability to support District transportation needs.

The District selected the following vendors for athletics transportation services:

- BusLoop
- Bay Area Transport Services
- D. Harris Tours

The District selected the following vendors for field trip transportation services:

- American Stage Tours
- Bauer's Intelligent Transportation

- Bay Area Transport Services
- Black Tie Transportation
- BusLoop
- Corinthian Transportation
- D. Harris Tours
- Delta Charter Service
- Michael's Transportation
- Professional Charter Services
- Pronto Corp.
- Royal Coach Tours
- Storer SF

The District intends to enter into an initial three (3) year agreement with the selected SPAB providers, with the option to extend the agreements for up to two (2) additional one-year terms based upon satisfactory vendor performance, operational needs, safety compliance, pricing, and continued alignment with District transportation requirements.

The multi-year contract structure provides several operational and fiscal benefits to the District, including:

- continuity of transportation services,
- improved transportation planning,
- stable vendor partnerships,
- streamlined procurement processes,
- reduced administrative burden on school sites,
- improved vendor accountability,
- and increased responsiveness for time-sensitive student transportation needs.

Additionally, establishing master agreements with multiple approved vendors creates flexibility and redundancy in transportation capacity, ensuring the District can continue supporting athletics, outdoor education, expanded learning, and field trip programming even during periods of high transportation demand or vendor shortages.

The District will continue monitoring vendor performance, compliance, safety records, pricing, and service quality throughout the contract term to ensure transportation services remain safe, reliable, fiscally responsible, and aligned with District operational expectations.

Fiscal Impact

The total value of this master contract shall not exceed $150,000 annually, based on prior year (2025–2026) utilization data and anticipated transportation needs.

Projected usage includes transportation services supporting:

- Athletics programs
- School site activities and field trips
- Central office departments
- Other district-sponsored events and initiatives

Resource Code: Multiple funding resources across the District.

This contract is not funded through a single centralized resource. Instead, individual departments and school sites utilize a variety of funding sources to support their transportation needs, including field trips, athletic activities, and other approved programs.

Actual expenditures will vary based on departmental usage and operational demand throughout the contract term.

Attachment(s)

- Contract
- RFP

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AGREEMENT FOR TRANSPORTATION SERVICES- School Pupil Activity Bus (SPAB)
Transportation providers for Field Trips
OAKLAND UNIFIED SCHOOL DISTRICT AND
BLACK TIE TRANSPORTATION LLC

This Agreement for **TRANSPORTATION SERVICES- School Pupil Activity Bus (SPAB) Transportation providers for Field Trips** ("Agreement" or "Contract") is entered into as of July 1, 2026 between BLACK TIE TRANSPORTATION LLC ("Contractor") and Oakland Unified School District ("District" or "OUSD"), for Contractor to provide transportation vehicles for District school sites and programs.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contract Term; Contract Not to Exceed Amount; Pricing

A. CONTRACT TERM
The term of the contract shall be for three (3) years from date of Board award.

The term of this Agreement shall commence on **July 1, 2026** and shall terminate **June 30, 2029**.

After the initial term, the Agreement may be extended for two (2) additional one (1) year terms upon mutual written agreement of both parties. The first "contract year" shall be from June 30 to July 1, and any successive "contract year" shall be from July 1 of one year to June 30 of the next successive year.

B. CONTRACT NOT TO EXCEED AMOUNT
The total amount payable to Contractor under this Agreement shall not exceed $150,000 per contract year. The rates payable to Contractor are as set forth in the Vehicle Rate Worksheet, attached to this Agreement.

C. PRICING
The prices set forth in the Vehicle Rate Worksheet, which the District shall pay the Contractor, shall be firm through June 30, 2029. The District will allow daily 5 hour rate adjustments to be submitted formally in writing to the Transportation Department via email transportation@ousd.org with a 30 days notice.

2. Vehicles

A. **California Highway Patrol Certification.** All buses provided under the awarded contract must be California Highway Patrol (CHP) SPAB (School Pupil Activity Bus) certified.

B. **All Vehicles Must Have Seatbelts**. The Contractor agrees to provide such vehicles with seat belts ("Vehicles") as necessary to lawfully perform the Services and which are, when legally required, SPAB certified or exceed SPAB certification requirements. Contractor agrees to, at all times, dispatch vehicles with seat belts to District schools. All such Vehicles shall fully comply with all applicable laws and regulations. The Contractor shall be solely responsible for all Vehicles used in transporting students.

C. **All Vehicles Must be Equipped with a Camera.**

D. **Right to District Inspection.** The Contractor agrees to permit the District's duly authorized agents to inspect said vehicle(s) at any reasonable time, during normal business hours, subject to coordination with Contractor relative to location, and the maintenance schedules of the vehicle(s). The time and place of such inspection shall be as mutually agreed.

E. **Vehicle Fleet Summary.** Contractor must supply a summary of all vehicles that may be provided to the District for use (Equipment Summary Form). In addition, Bidders shall furnish vehicle inspection approval certificates.

F. **Condition of Vehicles.** All buses must be in full operating condition. Contractor agrees to ensure the bus provided for service on a confirmed date will be well maintained in safe operating order and good condition (not dented, scratched or damaged); be clean, have clean windows, and a clean interior that smells fresh; and suitable for transporting school district students. Upon arrival for the transportation of District students/staff, vehicle(s):

- Shall have functioning heat and air conditioning;
- Shall be clean and in good working order;
- Shall not have excessively ripped or stained seat cushions;
- Shall have, where applicable, restrooms that are clean, stocked and functioning; and
- Shall have clean, vacuumed/mopped floors with no trash present (e.g., in a storage area or seatback magazine holder);
- Vehicle environment and Contractor staff shall be appropriate for the transport of students;
- Vehicles shall have seat belts for all passengers, if and when requested by a school or District site.

G. **Vandalism.** The District recognizes its liability toward vandalism of the contractor's property by its passengers. However, the District demands the right to inspect all damage claimed by the Contractor to have been caused by District passengers. Said inspection will be made not later than the next school work day following notification by the Contractor. No compensation will be given to the Contractor for such damage unless authorized by the Director of Transportation. The District will make every effort to be reasonable in its evaluation.

H. **Substitute Vehicle Equipment.** Should substitute vehicle equipment be required, Vendor must ensure equivalency to the required capacity and be able to meet the requirements of the scheduled trip. When and if delays or equipment substitutions are necessary due to mechanical problems of the bus, the Vendor shall make every immediate effort to remedy the situation and communicate the remedy to the trip contact person, as well as to the District's Transportation Department.

I. **Non-Smoking Environment.** Contractor is to guarantee that each bus is a non-smoking environment and smoke free.

3. Contractor Personnel/Subcontracted Drivers

A. **Driver Requirements.** The Contractor or subcontracted drivers must:

i. Have all applicable state vehicle permits and licensing upon start of services.
Be licensed in accordance with all applicable federal and state regulations and policies.
Have a good driving record as verified by the state and other applicable regulatory bodies;

ii. The Contractor shall verify each driving record upon initiation of service and then every twelve (12) months thereafter. Such records shall be placed into the driver's file and must be accessible upon request;

iii. The Contractor shall not use drivers to provide services who have accrued more than three (3) moving violations for any reason in the last two (2) years, and shall not use drivers who have had a DUI, DWI, or controlled substance-related violation;

iv. Drive in a careful and prudent manner, exercising at all times the highest degree of care, and observing and complying with state mandated rules of the road and traffic regulations;

v. Abstain from using tobacco products while students are present in the vehicle or on school grounds. Drivers as well as their vehicles must not smell of smoke or any other offensive odor;

vi. Be able to effectively communicate and provide route and schedule assurance through proficiency with following driving directions, map reading and route planning tools currently available such as Global Positioning Satellite (GPS) or similar prior to the commencement of the trip and during the trip;

vii. Not be dependent upon customers for trip directions and/or navigation;

viii. Demonstrate exemplary customer service;

ix. Not demonstrate any unprofessional conduct, use of inappropriate language, intimidating behavior, and/or personal or sexual harassment. Contractor is referred to the District's sexual harassment policy, which is incorporated into any contract by this reference;

x. Contractor shall take reasonable steps to prevent its employees from exposing any pupil to impropriety of word or conduct. Contractor shall **not** permit its drivers to smoke on the vehicle at any time students are on the vehicle. Contractor shall require that drivers comply with all safety laws and regulations, including but not limited to the prohibition against driving under the influence of drugs or alcohol. Such prohibition shall extend to the use of prescription and non prescription drugs that impair the safe operation of the vehicle;

xi. Contractor shall have standards addressing professional dress and hygiene – code for its drivers. Professional dress includes clean clothes (pants, skirts, and shirts with sleeves and collars). The drivers must not wear attire that might generally be considered offensive. Hygiene includes clean shaven, groomed hair (including facial) and refraining from the use of heavy, offensive colognes. Drivers must also not display offensive tattoos and piercings;

xii. Each driver shall have a skin test or chest x-ray indicating the driver is free from Tuberculosis prior to driving for the District. Such test or examination shall then take place every two (2) years thereafter. Random testing of drugs and alcohol, chest x-rays or skin tests may be required by the District. Any driver failing to be tested or found to have a "positive" drug test result shall be immediately removed from service to the District. Contractor shall establish and maintain a record keeping system to assure that each driver meets these requirements. These records shall be available for review by the District

within two (2) business days upon request;

xiii. Contractor shall ensure that all drivers display their current driver's license upon request of a school official or the District authorized individual; and

xiv. Contractor shall, to the best of their ability, provide driver consistency. Driver consistency is understood as having the same driver service the same route as much as possible.

B. **Compliance with State and Federal Regulations/ Driver Credentials.** The Contractor or subcontracted drivers must:

a. Have all applicable valid state vehicle permits and licensing.
b. Be licensed in accordance with all applicable federal and state regulations and policies.
c. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement.
d. Have a good driving record as verified by the State and other applicable regulatory bodies.

(i) The Contractor shall verify each driving record upon initiation of service and then every six (6) months thereafter. Such records shall be placed into the driver's file and must be accessible to the District upon request.

(ii) The Contractor shall not use drivers to provide services that have accrued more than three (3) moving violations for any reason in the last two (2) years, and shall not use drivers who at any time have had a DUI, DWI, or controlled substance-related violation.

(iii) The Contractor shall verify and be liable for the payment of all driver criminal record checks prior to transporting students. Such verification shall be placed in the driver's file. The Contractor shall ensure that all drivers display their current driver's license upon request of a school official or the District authorized individual.

(iv) Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of Contractor, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1.

(v) Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this Agreement.

e. Drive in a careful and prudent manner, exercising at all times the highest degree of care, and observing and complying with state mandated rules of the road and traffic regulations.

f. Abstain from using tobacco products while students are present in the vehicle or on school grounds. Drivers as well as their vehicles must not smell of smoke or any other offensive odor.

g. Not provide service to the District when any background check or findings indicate criminal history convictions, as obtained through state and national searches (DOJ and FBI).

C. **Contractor Obligation to Maintain Records.** The Contractor shall maintain records on all employees, drivers or sub-Contractors that demonstrate that all requirements of this Agreement have been met. The file shall include but not necessarily be limited to applicable current copies of the following:

1) Department of Motor Vehicle Record's Check – historical driving record.

2) Department of Justice (DOJ) background checks that meet or exceed state laws.

3) Federal Bureau of Investigation (FBI) background check, to include Child Index.

4) Verification of enrollment in an on-going random drug/alcohol testing program, for drivers authorized by the District for this contract and "for cause" drug/alcohol testing, as deemed appropriate. All drivers must abstain from the use of alcohol and drugs in the performance of their duties under this contract. In addition, drivers will not be under the influence of alcohol or drugs during the performance of their duties under this contract. The Contractor shall be liable for all Drug and Alcohol Testing. No driver may be utilized for this contract that fails a drug and/or alcohol test.

5) Current driver's license and certifications appropriate for driving the vehicle type that corresponds with the assignment, and include SPAB or higher certification.

6)Training records.

7) Verification of a negative test result for Tuberculosis (TB testing).

8) Current driver's license appropriate for driving the vehicle type that corresponds with the assignment.

D. **Hiring and Discharging of Contractor Personnel and Subcontractors.** Contractor shall be responsible for hiring and discharging personnel employed by Contractor, provided, however, that the District shall have the right to require Contractor to remove from service any employee who, in the District's sole discretion, is deemed unsuitable for the performance of transportation services for the District. The District may, but is not obligated to, make a request in writing and state the reasons therefore. Reasons may include failure of any driver to operate a vehicle in a safe manner, in accordance with the laws of the state of California and the ordinances of any city in which such vehicle operates, or a finding by the District that the personal habits and/or conduct of an employee are detrimental to the best interests of the District or to the welfare and bests interest of the students being transported.

E. **Spare Drivers.** Contractor shall have available for immediate tasking and dispatch an adequate number of spare drivers (above and beyond the number of drivers designated to regularly service students). Spare drivers shall meet the eligibility and screening requirements as outlined in Attached 1 section 2.

4. Spare Buses and Vehicles

Contractor shall maintain and have available for immediate use and dispatch an adequate number of spare buses and vehicles (above and beyond the number of buses and vehicles designated to regularly service students). Buses and vehicles designated as spare shall not be considered as part of the regular fleet necessary to provide for State-mandated safety inspections, and/or preventative maintenance.

5. Requesting Transportation Services.

The District may request transportation services verbally or in writing. However, verbal orders must be acknowledged by the contractor within five (5) calendar days from the date of the order on the Contractors standard confirmation form.

The District shall be allowed to book and cancel athletic teams involved in "playoffs," on short term notice. This privilege will be limited and should not amount to more than 5-6 bookings annually. The definition of "short term notice" shall mean within 18 hours of the event for booking and within 24 hours of event for cancellation.

6. Extracurricular Transportation

Contractor shall transport any and all special education pupils or other authorized persons as may be requested by the District for field trips, excursions, athletic activities or any other purpose designated by the District.

7. District Provision of Information to Contractor

The District shall promptly provide Contractor in advance of the transportation of a student with all information relevant for scheduling and providing a student's transportation needs (e.g., name of each student; birth date; day telephone number(s); pick-up and drop-off addresses; the school/program to which a student is assigned; the start and end times for the student's school/program; an indication of whether or not the student requires special handling and/or equipment as specified in the IEP; and emergency information). All student data provided under this Section 6 is subject to the confidentiality provisions of Sections 28 and 29 of this Agreement.

8. Limitation of Passengers

The Contractor will not transport any person, except a student enrolled within the District's jurisdiction, or an employee of the District or Contractor, without first obtaining the District's permission. Further, the District has the sole authority and right to place an aide/assistant with a student when deemed necessary, including on the Contractor's vehicle.

9. Electronic Routing System

The Contractor shall have and use a fully functional electronic routing system to route vehicles and students. This electronic routing system must be made accessible to the District at any time upon request.

10. Contractor Responsible for Routing

The Contractor shall establish all routes, schedules, and bus stops for students, in compliance with all schedules and other requirements of the Agreement. Up-to-date route sheets and information, retained in the aforementioned electronic routing system, that include, at a minimum, full driver names, full student names, vehicle numbers, route names/numbers, and pick up and drop off sites and addresses, shall be available to the District at any time upon request. The Contractor shall (1) furnish the District a complete route map prior to the start of each school year and (2) shall calculate the approximate time of pick up and drop off for each stop and shall provide the District a list of such times. The Contractor's route sheets and information must also be made available to the District in hard copy format within two (2) business days of the District's request.

11. Timely Delivery of Students

Buses must arrive at Pick-Up locations at least fifteen (15) minutes prior to departure time.

Students are to be transported directly to their schools/sites from their places of residence (or pre designated boarding point, if different). Pupils are to be delivered to school not more than fifteen (15) minutes, nor less than five (5) minutes, prior to class/program starting time, nor are they to be kept waiting more than ten (10) minutes after dismissal time. The driver and vehicle shall wait a minimum of ten (10) minutes after arrival at school/site to pick up students before departing for the next destination.

12. Maximum Trip Length

The travel time a student is en route on any trip shall not exceed sixty (60) minutes one way except for (a) delays caused by conditions beyond the Contractor's control, as determined by the District or (b) medical and/or behavioral needs of a student that necessitate less travel time, as documented in the student's IEP. Trips anticipated to exceed this time limit must be approved in advance in writing by the District.

13. Exigent Circumstances and Staying on Schedule

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

Contractor shall, within three (3) business days of a driver departing without a student, provide the District with a written report regarding the circumstances giving rise to that particular matter.

14. Notice to District Regarding Route Changes

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

15. Implementing District-Initiated Changes

Contractor shall implement the District's addition, suspension or deletion of transportation service(s) for a student within three (3) business days of the District's transmittal of the route change to Contractor. In the event the District changes routes or schedules once service has begun or been published, the District will assist (but not supplant) Contractor in republication of changes or other notification to those patrons whose service has been changed.

16. Safety Concerns Regarding Routes

Contractor shall consult with the District as to stops or portions of routes that Contractor considers to be a safety concern due to traffic patterns or configurations.

17. Contractor's Beginning of Year Notice to Parents/Guardians

No later than one (1) week before the beginning of a school year, Contractor shall notify (by telephone and written confirmation) the parent(s) or guardian(s) of each student of the time and location of pick-up and drop-off for the beginning of the school year, allowing no more than a ten (10) minute window for pick-up and drop-off.

18. Contractor's Notice to Parents/Guardians Regarding Change in Transportation

Contractor shall notify (by telephone and written confirmation) the parent(s) or guardian(s) of a student no later than five (5) business days before any alteration of transportation services for said student, including but not limited to drop off or pick up time(s) or location(s) for that student.

19. District's Right to Audit Routes and Approval of Additional Bus Services

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

20. District's Right to Provide Routing/Scheduling

The District, may, at its sole discretion, elect to provide all, or part, of the routing and scheduling services required under the Agreement. If the District elects to provide all, or part, of the routing or scheduling services, the Contractor may, at the District's request, supply the District with routing software. In addition, the written approval by the District and the Executive Director of Transportation for the

Contractor to supply routing software or additional services which will result in any increase in overall charges to the District.

21. Cancellation by The District

All vendors must follow this cancellation policy:

- Seven (7) or more calendar days prior to the scheduled trip: No charge
- Three (3) to six (6) calendar days prior to the scheduled trip: 25% of total trip cost

- One (1) to two (2) calendar days prior to the scheduled trip: 50% of total trip cost
- Day-of-trip cancellation: 100% of total trip cost

The District shall be allowed to book and cancel athletic teams involved in "playoffs," on short term notice. This privilege will be limited and should not amount to more than 5-6 bookings annually. The definition of "short term notice" shall mean within 18 hours of the event for booking and within 24 hours of event for cancellation.

22. Lift Operation Requirements

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

23. Wheelchair Lifts

All buses and vehicles transporting students in wheelchairs shall be equipped with hydraulic lifts and wheelchair securement devices that comply with federal and state legal requirements. Lifts purchased in or after 1995 shall have a manual override to provide for operation in the event of failure in the electrical system.

24. Accident & Operational Reports

Contractors must immediately contact the Director of Transportation, Requestor or designee for any of the following while contracted for an event:

Bus accident (all types, minor and major);
Breakdowns (All incidents in which the bus is not able to precede); and/or
Delays (Any delay which will impair the departure/arrival).

A preliminary oral report shall be made to the principal of the school which booked the trip within thirty (30) minutes following the accident or incident, and shall include whether any fatalities or injuries occurred and a general description of property damage and any law enforcement response.

Contractor shall also notify the District's Transportation Director via email and/or phone at (510) 879-8005 and the District's Third Party Adjuster at OUSDIncidents@ghc.com of the accident or incident within 24 hours. Follow-up accident written reports shall be made periodically until all the pertinent facts have been reported to the District. A legible copy of both the responding police agency and the Contractor's accident investigator's final report shall be submitted to the District within ten (10) working days following the accident or incident or when such report is completed, whichever occurs first. Finally, the Contractor's internal communication problems shall not relieve the Contractor of its obligation regarding an accident/incident as may be required by the California Highway Patrol's Passenger Transportation Safety Handbook.

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

25. Customer Service

Contractor will provide a customer service single point of contact 24x7x365 for the District users to contact during trips should issues of scheduling, service, quality, bus breakdowns or other issues arise and require immediate remedy by the Contractor.

Contractor shall provide training to its personnel in how to provide exemplary customer service and shall provide reasonable remedies/compensation should customer service levels fall below these standards.

26. Time of the Essence/Assessment of Damages

Time is of the essence under this Contract.

The District reserves the right to assess the Contractor damages ("Assessed Damages") should the Contractor fail to provide at least 7 business days notice of cancellation of equipment and/or trip.

The amount of the damages which may be assessed to the Contractor shall be equal to the charges to be paid by Oakland Unified School District for cancellation, plus any costs incurred by the District in obtaining an alternate carrier (to include the difference in trip fees). In addition, Contractor must pay added cost to District for booking with another company. All such damages shall be payable to the District within ten (10) business days of District's demand.

Further, should Contractor fail to either (a) provide adequate notice to the District of cancellation as required directly above; (b) fail to provide any notice of cancellation to the District; and/or (c) fail to service a confirmed trip with any or all of the necessary personnel/equipment, and should the District (including the site/program ordering such service) be unable to timely secure a replacement service from another source, Contractor shall be liable to the District for all losses and damages therefrom; and because from the nature of the services to be provided under this Agreement, it is and will be impracticable and extremely difficult to ascertain and fix the District's actual damages from any such failure of performance, it is agreed that Contractor will pay as "liquidated damages" to the District $1,250 within ten (10) business days of any of the foregoing events occurring.

If Assessed Damages and/or Liquidated Damages are not paid within the time specified above, the District may, in addition to its other remedies, deduct the same from any moneys due or to become due Contractor under this Agreement. The District has the express right to seek and obtain "actual damages" in addition to Assessed Damages or Liquidated Damages.

27. Special Instructions

The Oakland Unified School District will contract with one or more contractors for transportation services by private owned carriers for both intrastate and interstate travel. Note that interstate travel is limited to adjoining states only.

Further, the District expects that all bidders by the act of their bidding shall be certified in accordance with all applicable laws 8 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. The District understands that SPAB requirements are invalid outside of California, but upon-re-entering California, SPAB regulations are in effect and the responsible contractor shall notify his terminal closest to the point of re-entry as soon as is possible after re-entry to

California.

Contractor will provide and keep on file with OUSD Transportation all SPAB certified drivers that will be employed under this contract and shall include expiration dates. Any drivers not listed at the time of bid opening may not be used until approved by the District. You must submit any and all new drivers immediately upon employment.

A contractor may subcontract only with a vendor that is on the OUSD approved vendor list. NO other subcontracted approvals will be granted without the Director of Transportation approval via writing. The District will not work with a broker or brokerage company for Transportation.

All work performed and all equipment used by bidders shall meet all applicable "Regulations and Laws Relating to Pupil Transportation in California" as published by the California State Department of Education. If the vendor utilizes another carrier for whatever reason, the transportation department must be advised before said trip.

28. Trip Award: Publicly funded trips; Privately funded trips
(Contractor to be advised of funding source)

a. **Publicly Funded Trips**. The District will be prudent in awarding trips. District sites will be given a list of vendors to contact. Bids, both oral and written, when requested will have a closing date and time by which said bid is due in the office of the District's Director of Transportation. Only carriers from the Approved Charter Bus Contractor List will be considered.

b. **Privately Funded Trips.** All conditions required in Part C.1 above shall apply herein for privately funded trips except that requestors may specify to the Director of Transportation which carrier they wish to use.

c. **Approved Charter Bus Contractor List.** Such a list is informal in that it may or may not physically exist in any form other than the Bid Summary which is sent to all bidders.

d. **Services from Non-Bidding Contractor.** The District may require charter bus transportation services at a time when all bidding contractors are unable to service the request. In such an event the District shall have the right to contract with any non-bidding contractor on a per trip basis provided the non-bidding contractor meets all requirements of the bid specifications as determined by the Director of Transportation. 9 A. The District reserves the right to assess the contractor damages should the Contractors fail to provide equal notice of cancellation of equipment and/or trip. The amount of the damages which may be assessed to the contractors shall be equal to the charges to be paid by Oakland Unified School District for cancellation, plus any costs incurred by District in obtaining an alternate carrier to include the difference in trip fees. In addition, Contractors must pay added cost to the District for booking with another company.

29. Default; Remedies

Each of the following shall constitute an event of default under the Agreement:

1. Contractor fails or refuses to perform or observe any term, covenant or condition contained in the Agreement.

2. Contractor (a) is generally not paying its debts as they become due; (b) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law in any jurisdiction; (c) makes an assignment for the benefit of its creditors; (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; (e) takes action for the purpose of any of the foregoing; or (f) is the subject of any order of a court or government authority related to the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection or rights of creditors. The Contractor shall notify the District in writing within ten (10) days of the occurrence of any of the events listed in the immediately preceding sentence.

On and after any event of default, the District shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate the Agreement for cause pursuant to the "Termination of Contract" Section or to seek specific performance of all or any part of the Agreement. In addition, the District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default, in which event Contractor shall pay to the District on demand all costs and expenses incurred by the District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The District shall have the right to offset from any amounts due to Contractor under the Agreement or any other agreement between the District and Contractor all damages, losses, costs, or expenses incurred by the District as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of the Agreement. Any such offset by the District will not constitute a waiver of any other remedies the District may have against Contractor for financial injury or otherwise.
All remedies provided for in the Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude, or in any way be deemed to waive, any other remedy.

30. Termination of Contract

A. TERMINATION. The Agreement may be terminated by Contractor at any time with 90 days prior written notice. OUSD may at any time and without cause terminate this Agreement upon 30 days written notice to Contractor. In addition, OUSD may terminate this Agreement for cause immediately should Contractor fail to perform any part of this Agreement (See Section 29 Default; Remedies). In the event of Contractor default pursuant to the "Default; Remedies" Section of the Agreement, in addition to any other remedies available to the District, the District may terminate the Agreement, and all of the Contractor's rights hereunder ended. Termination shall be effective ten (10) days after Contractor's receipt of written notice of termination from the District, unless a later effective date of termination is provided by the District in such notice. As of the effective date of termination, no new work will be undertaken by Contractor with the exception of actions necessary to effectuate the termination as provided for in this Section.

B. In the event of termination for cause, Contractor shall be paid for those services performed under the Agreement to the satisfaction of the District up to the effective date of the termination. However, pursuant to the "Default; Remedies" Section herein, the District may offset from any such amounts due Contractor any costs to District arising from Contractor's default and may otherwise demand payment from Contractor of such costs.

C. The District may terminate the Agreement, in whole or in part, for the District's convenience and without cause at any time by giving Contractor at least thirty (30) days written notice of

such termination. The notice shall specify the date on which termination shall become effective. In no case shall the termination become effective in fewer than thirty (30) days from the date that the notice is provided. In event of termination for convenience, Contractor will be paid for those services performed pursuant to the Agreement and to the satisfaction of the District up to the specified effective date of termination.

D. Upon receipt of any notice of termination of the Agreement, Contractor shall commence and perform with diligence all actions necessary on the part of Contractor to effectuate the termination of the Agreement on the date specified by the District in a manner that minimizes the liability of Contractor and the District to third parties as a result of termination. All such actions shall be subject to prior approval by the District and shall include, without limitation: canceling orders; assigning interests to the District as applicable; settling outstanding liabilities and claims; securing and safe-guarding District property; and halting or completing services in the manner specified by the District.

E. In no event shall District be liable for costs incurred by Contractor, or any of its subcontractors, after the effective date of termination, except for those costs specifically approved in writing by the District, if any, as necessary to effectuate the termination in a manner acceptable to the District. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement; post-termination employee salaries; post-termination administrative expenses; post termination overhead or unabsorbed overhead; attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, including but not limited to prejudgment interest.

F. Within thirty (30) days after the effective date of termination, the Contractor will submit an itemized invoice detailing the unpaid costs incurred for the services rendered pursuant to the Agreement up to the effective date of termination. The District's payment obligations specified under this Termination of Contract section shall survive the termination or expiration of the Agreement. Upon payment by the District of approved charges under such Contractor invoice, the District shall be under no further obligation to the Contractor, monetarily or otherwise.

31. Dispute Resolution

Other than the District's right to assess liquidated damages, notwithstanding anything in the Contract to the contrary, prior to the initiation of any litigation, disputes between the District and Contractor regarding the Agreement, including any alleged violation, misinterpretation, or misapplication of the Agreement, shall first be resolved using the following dispute resolution process.

In the event of a dispute, the parties first agree to meet and confer (informal meeting) in good faith on all matters and disputes under this Agreement. The party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name(s), address(es) and phone number(s) of designated representatives of the party (the designated representative(s) must be an employee(s) of Contractor's or the District); (2) a statement of the facts of the dispute, including information regarding the parties attempts to resolve the dispute; (3) the specific sections of the Agreement that are in dispute; and (4) the specific resolution sought by the party. Within ten (10) business days from receipt of the notice of dispute the representatives from the Contractor shall meet with representatives from the District in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute, or does not occur within the required time, the party initiating the dispute resolution process may proceed to exercise whatever rights it may

have under the Agreement and the law. In addition, if Contractor is the party that initiated the dispute resolution process, it shall proceed with the claims presentation process under California Government Code section 900 et. seq. as a prerequisite to initiating litigation.

Either party may file litigation for equitable remedies such as injunctive relief while proceeding through the dispute resolution process in order to preserve the status quo. All reasonable costs and expenses, including attorneys' fees, associated with any litigation between the Parties arising from this Agreement, including any and all applicable rights and obligations under this Agreement, shall be borne entirely by the non-prevailing party.

32. Complaints

Contractor shall keep complete and accurate records of all written and oral complaints received regarding the Contractor's services for the District from all sources including, but not limited to: District employees or agents, parents/guardians, students, school-related service providers, private schools, state or federal agencies and other school districts. Contractor shall provide to the District a written monthly report listing said complaints and actions taken by the Contractor, if any, to resolve each complaint.

33. Pupil Discipline

The ultimate responsibility and authority to suspend or expel any pupil from transportation services hereunder shall rest exclusively with the District. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a pupil from a bus for misbehavior except in the event of an extreme emergency endangering the safety of other pupils, and then only after radio/phone notice to Contractor's terminal and to the pupil's school principal and the District's designee. In all cases of disciplinary ejection, the bus/vehicle shall remain at the approximate area of student discharge until authorities arrive on site and authorize it to proceed on route. All discipline problems shall be reported in writing by the next school day following completion of the route. The District and Contractor will, in the event it determines that a pupil poses a danger to himself/herself or other passengers, cooperate to provide a safe transportation environment prior to Contractor being required to transport such pupil. Further procedures and regulations for the administration of discipline shall be established cooperatively between the District and Contractor.

34. Parental Notification

If a determination is made that Contractor will no longer transport a student, upon written notification by Contractor to the District, the District shall immediately notify (by telephone and written confirmation) the parent(s) or guardian(s) of the student.

35. Sharing of Student Information with Contractor

The District will provide Contractor with educational information as necessary for performance under the Agreement. Contractor agrees that it will use educational information only for this purpose and acknowledges that it is prohibited by law from sharing this information. Contractor further understands and agrees that pursuant to this Agreement it provides a service to the District that the District would otherwise provide itself, and therefore Contractor has legitimate educational interests in any student information which it receives, uses, maintains or to which it has access.

36. Contractor to Comply with FERPA, Etc.

Contractor and its agents, personnel, employees, and/or subcontractors shall maintain the confidentiality of all information received in the course of performing the services pursuant to the Agreement. Contractor and its agents, personnel, employees, and/or subcontractors shall maintain records in accordance with all applicable federal and state laws and regulations and agree that records relating to individual pupils provided by the District are subject to the Family Educational Rights and Privacy Act ("FERPA"). Such records shall be confidential to the extent required by FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and California Education Code §§ 49060, et seq.; and other state and federal law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractor and its agents, personnel, employees, and/or subcontractors will be permitted access to student data only where permissible under state and federal law.

37. Subcontracting & Assignment of Contractor's Rights

Contractor shall only be authorized to subcontract its provision of services under this Agreement upon the express written approval of, and subject to the limitations prescribed by, the District's Director of Transportation. If and when such approval is granted to Contractor, Contractor expressly agrees and certifies that any Subcontractor it retains for any and all services under this Agreement shall be subject to all of the duties and obligations applicable to Contractor under this Agreement. Except as it relates to the hiring of independent Contractor drivers, the Contractor shall have no right (without the express written agreement of the District's Director of Transportation) to assign its rights or obligations under thisAgreement, it being understood that this is a personal services agreement. If and when the District agrees to such assignment, Contractor and any Assignee(s) agree that each and every provision of this Contract shall apply to it/them.

38. Indemnity (Hold Harmless) of the District

Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.

Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

39. Independent Contractor

In providing the Services, the Contractor shall be and act as an independent Contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. The Contractor understands and agrees that as an independent Contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. The Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, defend and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

40. Notices

All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a "hard" copy, and shall be deemed received upon the date of receipt thereof.

The District shall designate agents who shall be responsible for coordination of the student transportation requirements furnished under this Agreement and who shall be the District's liaison to Contractor. The District will designate a crisis management contact person for emergency contact with Contractor. By August 30th of each calendar year, the District shall inform Contractor of the name(s), contact telephone number(s) and address(es) or such management personnel.

Contractor:	BLACK TIE TRANSPORTATION LLC 7080 Commerce Dr. Pleasanton, CA 94588 (925) 847-0747 info@blacktietrans.com www.blacktietrans.com
The District:	Kimberly Raney, Executive Director of Transportation 1011 Union Street #995 Oakland, CA 94607 Ph: (510) 879-5005 Kimberly.Raney@ousd.org

41. Waiver

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

42. Force Majeure

Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities by the Government, or any other occurrence which is beyond the control

of the Contractor, when satisfactory evidence thereof is presented to the District.

43. Compliance with the Law

Notwithstanding any contrary provision in this Agreement, Contractor shall at all times be responsible for and will comply with all federal, state and local laws, rules and regulations applicable to Contractor's performance under the Contract, including but not limited to: the provision of vehicles with seat belts; licensing, employment and purchasing practices, and wages, hours and conditions of employment, including non-discrimination.

44. Laws Governing Contract

This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

45. No Rights in Third Parties

This Agreement does not create any rights in or inure to the benefit of any third party.

46. Submittal of Documents

Contractor shall not commence the Work under this Contract until Contractor has submitted and OUSD has approved evidence of Insurance Certificates and Endorsements.

47. Insurance Requirements of Contractor

The following insurance is required of Contractor under this Agreement:
If Contractor employs any person to perform work in connection with this Agreement, Contractor shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California, as well as (when applicable) federal laws. Employers' Liability Insurance shall not be less than One Million Dollars ($1,000,000) per accident or disease.

Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

Contractor shall maintain Commercial General Liability insurance, including automobile coverage with limits of Five Million Dollars ($5,000,000) per occurrence and which shall include coverage for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to the District and shall name the District as an additional insured. Evidence of insurance and additional insured endorsement must be attached, and must also be provided to the District upon demand.

Endorsement of the District as an additional insured shall not affect the District's rights to any claim, demand, suit or judgment made, brought or recovered against Contractor. The policy shall protect Contractor and the District in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only

one interest were named as an insured.

48. Licenses and Permits

Contractor shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

49. Non-Discrimination

Consistent with the policy of OUSD in connection with all work performed under Contracts, Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, Contractor agrees to require like compliance by all its subcontractor(s). Contractor agrees to comply with applicable Federal and California laws prohibiting discrimination against students.

In addition, Contractor agrees to require like compliance by all its subcontractor(s).

50. Drug-Free / Smoke Free Policy

No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, Contractors, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

51. Conflict of Interest

Contractor shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior written approval of OUSD Human Resources and OUSD Director of Transportation. Contractor affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of section 1090, et seq. and section 87100, et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify OUSD in writing.

52. Incorporation of Recitals and Exhibits

The Recitals and each exhibit (if any) attached hereto are incorporated herein by reference. Contractor agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

53. Counterparts

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

54. Signature Authority

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

55. Agreement Contingent on OUSD Governing Board Approval

OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to Contractor absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education and/or the Superintendent, as its designee.

56. Severability, Headings & Drafting

If any provision, or portion of any provision, of this Agreement is held invalid, illegal, or unenforceable, it shall be severed from the Agreement and the remaining provisions shall be valid and enforceable. The Parties also agree that the headings used in this Agreement are for reference only, and shall have no bearing on the construction or interpretation of this Agreement. Notwithstanding the general rules of construction, both the District and Contractor acknowledge that both Parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

57. Survival

The following sections of this Agreement shall survive expiration and termination of this Agreement:

26 (Time of the Essence, Assessment of Damages);
38 (Indemnity (Hold Harmless) of the District);
41 (Waiver);
31 (Dispute Resolution);
44 (Laws Governing Contract);
47 (Insurance Requirements of Contractor); and
56 (Severability, Headings & Drafting).

58. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this Contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).

59. Contract Publicly Posted

This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

60. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

BLACK TIE TRANSPORTATION, LLC

Contractor

Date: 5/13/2026

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard
President, Board of Education

Date: 6/25/2026

Denise Saddler
Interim Superintendent and Secretary to the Board of Education

Date: 6/25/2026

Approved As to Form

Roxanne M. De La Rocha
Senior Staff Counsel
Office of the General Counsel for OUSD

Date: May 14, 2026

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) 26-170TW

FIELD TRIP ATHLETICS
FOR DEPARTMENT OF TRANSPORTATION

OAKLAND UNIFIED SCHOOL DISTRICT
Attention: Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601

email: procurement@ousd.org
phone: (510) 879-2990

Proposals Due:
APRIL 07, 2026 AT 2:00 PM PST

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE GOVERNED BY THE CALIFORNIA EDUCATION AND PUBLIC CONTRACT CODES.

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RFP Schedule of Events

The following schedule will be used by the District for this RFP.

DATE	ACTION
Solicitation First Posted	March 13, 2026
Pre-Bid Conference*:	March 26, 2026 @ 1:00 p.m. pst (Zoom link on Procurement Website)
Deadline for Questions:	March 31, 2026 @ 2:00 p.m. pst
Proposal/Bid Submitted to District:	**April 07, 2026 @ 2:00 p.m. pst**
Potential Interviews/ Site Visits (If Necessary):	April 08, 2026 - April 17, 2026
Selection Notice(s):	April 20, 2026
Contract Start Date:	July 1, 2026

***What is a Pre-Bid Conference?** A pre-bid conference is an opportunity to ask members of the selection team any questions you may have, and/or clear up any confusion regarding project details/scope of work. Optional Online Meeting.*

OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary.
The District reserves the right to amend or cancel this proposal at any time.
Proposers are responsible for viewing any new changes related to this proposal online at https://www.ousd.org/bidopportunities.

If a proposer desires any clarification or questions of any kind regarding this solicitation, the proposer must make a written request and should be addressed via email to:

Procurement Department
procurement@ousd.org

NOTE: Contacting Board members and/or any District staff other than the procurement analyst who is outlined above, may disqualify the proposer from the selection process.

Background Information

The District is located in and is approximately coterminous with the City of Oakland, California, located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco. The District's boundaries also include small portions of the neighboring cities of Emeryville and Alameda.

The District's student enrollment is approximately 33,995. During the 25/26 school year, the District operated 87 schools: 46 elementary schools, 3 elementary schools (K-8), 11 middle schools (6-8), 3 middle/high schools (6-12), 7 high schools (9-12), 8 alternative/continuation schools. In addition, the District operates 29 Early Childhood Education sites. The District employs approximately 5,393 Staff, including certificated (credentialed teaching), classified (non-teaching) and management. The District's 25/26 Fiscal Year Budget was $475 million. We encourage you to visit our website (http://www.ousd.org) for more information about the District.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other service providers for the same contracted services as those secured through this RFP. An underlying principle of this RFP is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

Introduction

The District intends to contract with Transportation - SPAB providers for both local/short trips and longer distance/overnight trips. The District's intent is to have an approved list of SPAB providers and to authorize District school sites and school programs that need bus transportation to select from the pre approved list of SPAB providers.

The District will enter into a three (3) year contract for services, with an option to extend for up to two (2) additional one (1) year terms, based on satisfactory service/performance with the selected SPAB providers.

Scope of Work

1. COMPANY PROFILE

a. Provide the following information about your company: the full company name, and any former name or dba names used, address, location, and phone number for your headquarters, branch and area offices that would support the District. List the name(s), telephone number(s), and locations of your

representatives who can be contacted regarding this proposal and any future business. Include company web address if available.(Exhibit A)

b. Provide a brief summary of the organization's overall qualifications and capacity to provide the services requested in this RFP. Provide information that documents experience with providing bus services to K-12 public, private and charter schools, if available.(Exhibit A)

c. Provide current State of California Highway Patrol (CHP) Safety Compliance Report/Terminal Record Update (form number CHP 343).

d. Using the format in Exhibit B ("References") provide three (3) references, preferably from school districts, government agencies or similar entities. Include company/ institution name and address, and name, title, telephone number and email address of person to contact along with their approximate annual sales and years of service provided.

2. All Proposers must provide the following information:

- ☐ A copy of current CHP Motor Carrier terminal Inspection
- ☐ A Certificate of Insurance (See Exhibit G)
- ☐ A list of SPAB certified buses, including license plate numbers
- ☐ A list of all SPAB drivers and their California Driver's License #

3. EQUIPMENT & MAINTENANCE

a. Contractor is to guarantee that each bus is a non-smoking environment and smoke free;

b. The bus provided for service on a confirmed date must:

-be well maintained in safe operating order and good condition (not dented, scratched or damaged);
-be clean, have clean windows, and a clean interior that smells fresh; and
-suitable for transporting school district students.

c. The District is committed to the State's efforts to reduce greenhouse emissions by:

-implementing initiatives to reduce green gas emissions to 1990 levels by 2032;
-planning to implement the use of biodiesel fuels;
-planning to upgrade vehicles with exhaust scrubbers to reduce solid emissions.

Contractor shall describe their plans to support the District's commitment to reduce greenhouse emissions.

4. SERVICE REQUIREMENTS

Please describe the following:

a. Customer service training provided for employees and plan to provide exemplary customer service to the District and its students;

b. Describe what remedy/compensation would be provided to the District should customer service levels fall below these standards;

c. Describe customer complaint mitigation and escalation process for service issues;

d. Should substitute bus equipment be required, it must be equivalent to the required capacity and be able to meet the requirements of the scheduled trip. When and if
delays or equipment substitutions are necessary due to mechanical problems of the bus, the Contractor shall make every immediate effort to remedy the situation and communicate the remedy to the trip contact person, as well as to the District's Transportation Department;

e. Shall provide drivers who can effectively communicate and will provide route and schedule assurance through proficiency with following driving directions, map reading and route planning tools currently available such as Global Positioning Satellite ("GPS") or similar prior to the commencement of the trip and during the trip;

f. Shall not be dependent upon customers for trip directions and/or navigation;

g. Shall demonstrate exemplary customer service and professional conduct;

h. Shall not demonstrate any unprofessional conduct, use of inappropriate language, intimidating behavior, and/or personal or sexual harassment. Contractor is referred to the District's sexual harassment policy, which is incorporated into any contract by this reference.

i. Seat belts and surveillance cameras are strongly recommended.

5. DRIVER CREDENTIALS

The Contractor or subcontracted drivers must:

a. Have all applicable valid state vehicle permits and licensing.
b. Be licensed in accordance with all applicable federal and state regulations and policies.

c. Have a good driving record as verified by the State and other applicable regulatory bodies.

   (i) The Contractor shall verify each driving record upon initiation of service and then every six (6) months thereafter. Such records shall be placed into the driver's file and must be accessible to the District upon request.
   (ii) The Contractor shall not use drivers to provide services that have accrued more than three (3) moving violations for any reason in the last two (2) years, and shall not use drivers who at any time have had a DUI, DWI, or controlled substance-related violation.
   (iii) The Contractor shall verify and be liable for the payment of all driver criminal record checks prior to transporting students. Such verification shall be placed in the driver's file. The Contractor shall ensure that all drivers display their current driver's license upon request of a school official or the District authorized individual.

d. Drive in a careful and prudent manner, exercising at all times the highest degree of care, and observing and complying with state mandated rules of the road and traffic regulations.
e. Abstain from using tobacco products while students are present in the vehicle or on school grounds. Drivers as well as their vehicles must not smell of smoke or any other offensive odor.
f. Not provide service to the District when any background check or findings indicate criminal history convictions, as obtained through state and national searches (DOJ and FBI).

6. COMPLIANCE

The Contractor shall maintain records on all employees, drivers and sub-contractors that demonstrate that all requirements of this Agreement have been met. The file shall contain applicable current copies of the following:

1) Department of Motor Vehicle Record's Check – historical driving record.
2) Department of Justice (DOJ) background checks that meet or exceed state laws.
3) Federal Bureau of Investigation (FBI) background check, to include Child Index.
4) Verification of enrollment in an on-going random drug/alcohol testing program, for drivers authorized by the District for this contract and "for cause" drug/alcohol testing, as deemed appropriate. All drivers must abstain from the use of alcohol and drugs in the performance of their duties under this contract. In addition, drivers will not be under the influence of alcohol or drugs during the performance of their duties under this contract. No driver may be utilized for this contract that fails a drug and/or alcohol test.
5) Verification of a negative test result for Tuberculosis (TB testing).

6) Current driver's license appropriate for driving the vehicle type that corresponds with the assignment.

7. QUALITY GUARANTEE

The Contractor agrees to permit the District's duly authorized agent to inspect said bus yard and bus(es) at any reasonable time, during normal business hours, subject to coordination with the contracted operating bus carrier relative to location, and the maintenance schedules of the bus(es). The time and place of such inspection shall be as mutually agreed.

Upon arrival for a scheduled bus service:
-Bus(es) shall be clean and in good working order;
-Excessively ripped or stained seat cushions will not be deemed acceptable;
-Rest rooms will be clean, stocked and functioning;
-Floors will be vacuumed and no trash present (e.g., storage area or seatback magazine holders).

8. CANCELLATION BY THE DISTRICT

Contractor shall describe its cancellation policy, including any cancellation penalties when bus trips are canceled by the District. All vendors must follow this cancellation policy.

- Seven (7) or more calendar days prior to the scheduled trip: **No charge**
- Three (3) to six (6) calendar days prior to the scheduled trip: **25% of total trip cost**
- One (1) to two (2) calendar days prior to the scheduled trip: **50% of total trip cost**
- Day-of-trip cancellation: **100% of total trip cost**

9. CUSTOMER SERVICE

Contractor will provide a customer service single point of contact 24x7x365 for the District users to contact during bus trips should issues of scheduling, service, quality, bus breakdowns or other issues arise and require immediate remedy by the Contractor.

Special Instructions

A. The Oakland Unified School District will contract with one or more contractors for transportation services by private owned carriers for both intrastate and interstate travel. Note that interstate travel is limited to adjoining states only. Further, the District expects that all bidders by the act of their bidding shall be certified in accordance with all 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. The District understands that SPAB requirements are invalid outside of California, but upon-re-entering California, SPAB regulations are in effect and the responsible contractor shall notify his terminal closest to the point of re-entry as soon as is possible after re-entry to California. **Bidders shall provide, with their bid, a listing of all SPAB certified drivers that will be employed under this contract and shall include expiration dates.** Any drivers not listed at the time of bid opening may not be used until approved by the District. You must submit any and all new drivers immediately upon employment. A contractor may subcontract only with a vendor that is on the OUSD approved vendor list. NO other subcontracted approvals will be granted without the Director of Transportation approval via writing. The District will not work with a broker or brokerage company for Transportation.

B. All work performed and all equipment used by bidders shall meet all applicable "Regulations and Laws Relating to Pupil Transportation in California" as published by the California State Department of Education. Your signed bid will be considered a declaration that such equipment does, in fact, meet all safety regulations. If the vendor utilizes another carrier for whatever reason, the transportation department must be advised before said trip.

C. Trip Award: Publicly funded trips; privately funded trips (Contractor to be advised of funding source)
    a. Publicly Funded Trips. The District will be prudent in awarding trips. District sites will be given a list of vendors to contact. Bids, both oral and written, when requested will have a closing date and time by which said bid is due in the office of the District's Director of Transportation. Only carriers from the Approved Charter Bus Contractor List will be considered.
    b. Privately Funded Trips. All conditions required in Part C.1 above shall apply herein for privately funded trips except that requestors may specify to the Director of Transportation which carrier they wish to use.
    c. Approved Charter Bus Contractor List. Such a list is informal in that it may or may not physically exist in any form other than the Bid Summary which is sent to all bidders.
    d. Services from Non-Bidding Contractor. The District may require charter bus transportation services at a time when all bidding contractors are unable to service the request. In such an event the District shall have the right to contract with any non-bidding contractor on a per trip basis provided the non-bidding contractor meets all requirements of the bid specifications as determined by the Director of Transportation.

A. The District reserves the right to assess the contractor damages should the Contractors fail to provide equal notice of cancellation of equipment and/or trip. The amount of the damages which may be assessed to the contractors shall be equal to the charges to be paid by Oakland Unified School District for cancellation, plus any costs incurred by District in obtaining an alternate carrier to include the difference in trip fees. In addition, Contractors must pay added cost to the District for booking with another company.

B. The District may request transportation services verbally or in writing. However, verbal orders must be acknowledged by the contractor within five (5) calendar days from the date of the order on the Contractors standard confirmation form.

C. The District recognizes its liability toward vandalism of the contractor's property by its passengers. However, the District demands the right to inspect all damage claimed by the Contractor to have been caused by District passengers. Said inspection will be made not later than the next school work day following notification by the Contractor. No compensation will be given to the Contractor for such damage unless authorized by the Director of Transportation. The District will make every effort to be reasonable in its evaluation.

D. The term of the contract shall be **for three (3) years from date of Board award,** with an option to extend for two (2) additional one (1) year periods.

E. Rate Adjustments. The prices set forth in the Bid Form, which the District shall pay the Contractor, shall be firm for the initial contract period. In the event the District exercises its option to extend the contract beyond the initial term, the Contractor may request a rate adjustment. Any request for rate adjustment shall be made in writing and presented 30 days prior to the anniversary date of each contract year (Board award date). In no event shall the amount of increase granted by the District, exceed two (2) percent annually. The District will allow annual rate adjustments to be submitted formally in writing to the Director of Transportation.

F. Equipment Summary. Bidders shall furnish with their bid, a summary of all vehicles that may be provided to the District for use (Equipment Summary Form). In addition, Bidders shall furnish vehicle inspection approval certificates. All buses contracted by the District will be only Charter Coaches. See Bus List – Equipment Summary.

G. The District shall be allowed to book and cancel athletic teams involved in "playoffs," on short term notice. This privilege will be limited and should not amount to more than 5-6 bookings annually. The definition of "short term notice" shall mean within 18 hours of the event for booking and within 24 hours of event for cancellation.

H. Charter Buses must arrive at Pick-Up locations at least fifteen (15) minutes prior to departure time.

I. Awarded Carriers must immediately contact the Director of Transportation, Requestor or designee for any of the following while contracted for an event: Bus accident (all types, minor and major); Breakdowns (All incidents in which the bus is not able to precede); Delays (Any delay which will impair the departure/arrival). After hours, contact the School District's Security Office.

J. All buses provided under the awarded contract must be California Highway Patrol (CHP) SPAB (School Pupil Activity Bus) certified. All buses must be in full operating condition (i.e. air condition, heating).

K. All contract bus drivers will present themselves in a professional manner with both students and staff at all times during the contract event period. Failure to do so will disqualify said driver from further contracts with the district. OUSD Transportation will review all complaints.

Proposal Evaluations and Scoring

This request is designed to select the proposer that works best for the District. Award(s) will be to the best value responsible Vendors who submit responsive proposals based on the evaluation criteria established in the RFP. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing service and ability to provide the best solution for the District. By responding to this request, proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds District requirements.

The District reserves the right without limitation to:

- Reject any or all proposers and to waive any minor informalities or irregularities
- Interview one or more proposers
- Enter into negotiations with one or more proposers
- Execute an agreement with one or more proposers
- Enter into an agreement with another proposer in the event that the original selected proposer defaults or fails to execute an agreement with the district

Best Value Scoring

Proposals may earn a maximum of 100 best value points, as indicated in the table below.

Best Value Points	
Value Category	**Maximum Points**
1. Annual Cost to the District	30
2. Ability to Execute & Approach to Scope of Work	25
3. Environmental Sustainability/ Local Business	25
4. Ability to deliver proposed solution/ References	20
Total	**100**

Each best value category shall be scored separately using the scoring guide below.

Scoring Guide					
	QUALITY OF RESPONSE	**STRENGTHS**	**WEAKNESSES**	**CONFIDENCE IN RESPONSE**	**POINTS**
EXCEPTIONAL RESPONSE	Addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other justifying factors	Meets all Requirements - numerous strengths in key areas.	None	**VERY HIGH**	**100%**
GOOD RESPONSE	Addresses the requirements completely and some elements in an outstanding manner.	Meets all requirements - some strengths in key areas	Minor; not in key areas	**HIGH**	**75%**
ADEQUATE RESPONSE	Addresses most elements of the requirements.	Meets most requirements – some strengths provided	Moderate: does not outweigh strengths	**ADEQUATE**	**50%**
MARGINAL RESPONSE	Meets some of the requirements	Meets some requirements with some strengths.	Exist in key areas; outweighs strengths	**LOW**	**25%**
INADEQUATE RESPONSE	Meets a few to none of the RFP requirements.	Few or no clear strengths.	Significant and numerous	**NONE**	**0%**

Submission Instructions

Proposals shall be **emailed** to the Procurement Department at
procurement@ousd.org no later than **April 07, 2026 at 2:00 p.m. pst.**
Proposal shall be submitted with subject line:
"RFP Proposal # 26-170TW Field Trip Athletics "
*When submitting your proposal, be sure to get a ticket number or confirmation email.

Proposals submitted via email should be submitted as PDF file format. PDF file size should be sufficient enough to send via email, the District does not assume responsibility if the PDF file is too large to email. If electronic submission is a factor, the District encourages hand delivery of the proposal directly to the Procurement Department, 900 High Street 2nd Floor Oakland, CA 94601 between the hours of 9:00am - 3:00pm pst**.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder(s) accepting the terms of the contract available to view in Exhibit A, attached below. Proposals and any other information submitted by respondents in response to this solicitation shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

Local Business Program

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program ("Local Business Program"). The District encourages Local, Small and Small Local Resident Businesses to apply.
Contractors claiming preference as a ***certified*** Oakland Small Business must attach a copy of their certification letter to their bid. This solicitation, and subsequent amendments and/or updates will be available at: https://www.ousd.org/procurement. **Contractors are responsible for checking this website for information and changes to this solicitation.**

Proposal Format

The following criteria will be considered and kept in mind when allocating points in each of the four (4) Value Categories:
RFP responses demonstrate a clear understanding of and alignment with the District's objectives and environmentally forward-thinking goals.

In your response to this RFP, please be sure to label each Value Category and carefully respond to each of the below requirements.

1) **Annual Cost to the District (30 Points):**(Include section title in proposal)
- Total cost to the district under this bid. Please use Exhibit C forms/format and instructions to submit these details.

2) **Ability to Execute & Approach to Scope of Work (25 Points):**(Include section title in proposal)
- Cost
- Availability
- Method of Delivery
- Delivery Time

3) **Environmental Sustainability/ Local Business (25 Points):** (Include section title in proposal)
- Vendor's response shall describe its plans (please use exhibit A to describe your EV/ LB details) and demonstrated ability to support the District's commitment to reduce greenhouse emissions.

4) **Ability to Deliver Proposed Solution/References (20 Points):** (Include section title in proposal) (Exhibit A-C)
Company Profile
- Provide the following information about your company:
    - The full company name (and any former name or dba names used), address, location, and phone number for your headquarters, branch and area offices that would support the District.
    - List the name(s), telephone number(s), and locations of your representatives who can be contacted regarding this proposal and any future business.
    - Include company web address, if available.
- Please attach a short history of the company including whether it is local, national, or international, as well as the approximate number of employees, firm offices, and locations
- Please attach evidence that supports the viability of the company for the duration of the contract. This evidence, if it contains financial details can be submitted in a sealed envelope marked CONFIDENTIAL and will only be used for evaluation purposes of this bid. Such info will be excluded from FOIA requests and will not be disclosed to the public.
- Provide a succinct summary of the organization's overall qualifications and capacity to provide the services requested in this RFP.
- Using the format in Section C ("References") provide three (3) references, preferably from school districts, government agencies or similar entities. Include the entity's name and address, and name, title, telephone number and email address of the person to

contact, along with your approximate annual sales to each entity

5) **List of Exhibits:** All Exhibits A-K must be completed in their entirety and included with the proposal submission.

List of Exhibits

All Exhibits must be completed in their entirety and included with the proposal submission

Exhibit A: Standard Form Response

Exhibit B: References

Exhibit C: Transportation Services Pricing Proposal Form

Exhibit D: Documents to be Provided

Exhibit E: Terms and Conditions

Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Exhibit G: Insurance

Exhibit H: Workers Compensation Acknowledgment

Exhibit I: Fingerprinting Notice and Acknowledgement

Exhibit J: Non-Collusion Declaration

Exhibit K: Authorized Vendor Signature-Prime Point of Contact

Exhibit A: Standard Response Form

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

A. GENERAL INFORMATION

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

_____
_____
_____

2. Tel:_____ Website**:** _____ Email: _____

3. Is the Company a Certified Oakland Small Business? Yes No

4. Tax Classification: (check one)

☐ Individual ☐ Partnership ☐ Corporation ☐ Non-Profit

5. Names and titles of all principals/officers/partners of the company:

Name, Title	Location	Phone Number

6. Point of Contact if Contract is Awarded:

Name, Title	Location	Phone Number

B. LEGAL INFORMATION

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

   ☐ Yes ☐ No

   If yes, provide the name of the school district or school and briefly detail the dispute.

   _____
   _____

2. Has your company ever had a contract terminated for convenience or default in the prior five years?

   ☐ Yes ☐ No

   If yes, provide details including the name of the other party:

   _____
   _____

3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

☐ Yes ☐ No

If yes, provide details:

_____
_____

4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

☐ Yes ☐ No

If yes, provide details:

_____
_____

C. PROPOSER QUALIFICATION AND CAPACITY

5. Provide a brief summary of the organization's overall qualifications and capacity to provide the services requested in this RFP.

_____
_____
_____
_____
_____
_____

6. Provide a brief summary of the organization's sustainability plans and or if you qualify as a local business.

_____
_____
_____
_____

Exhibit B: References

To be submitted for each of the three (3) references required.

Reference 1:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

☐ Excellent ☐ Good ☐ Average ☐ Unsatisfactory

Was the project completed on time and within budget?

_____

Reference 2:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

☐ Excellent ☐ Good ☐ Average ☐ Unsatisfactory

Was the project completed on time and within budget?

_____

Reference 3:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

☐ Excellent ☐ Good ☐ Average ☐ Unsatisfactory

Was the project completed on time and within budget?

_____

Exhibit C: Transportation Services Pricing Proposal Form

Vendors shall complete this pricing form in its entirety. All rates shall be quoted in U.S. dollars. Incomplete forms may be deemed non-responsive.

Vendor Information

- **Vendor Name:** _____
- **Contact Person:** _____
- **Phone Number:** _____
- **Email Address:** _____
- **Date Submitted:** _____

Vehicle Capacity Categories

- Category A: 9 passengers and under
- Category B: 10–22 passengers
- Category C: 23–40 passengers
- Category D: 41–60 passengers
- Category E: 61+ passengers

Mileage Categories

- Local Trips: Less than 150 miles
- Regional Trips: 150–300 miles
- Extended Trips: 301–600 miles

Base Rate Pricing Schedule

Vendors shall provide flat-rate pricing based on vehicle capacity and mileage.

Vehicle Capacity	< 150 Miles	150–300 Miles	301–600 Miles
Cat A: 9 passengers & under	$_____	$_____	$_____
Cat B: 10–22 passengers	$_____	$_____	$_____

Cat C: 23–40 passengers	$_____	$_____	$_____
Cat D: 41–60 passengers	$_____	$_____	$_____
Cat E: 61+ passengers	$_____	$_____	$_____

Minimum Service Requirement

All transportation services shall be subject to a **standard minimum of five (5) hours per trip**, regardless of mileage or actual service duration.

Extended Time Rates

Extended time is defined as service exceeding the five (5) hour minimum.

Vehicle Capacity	Hourly Extended Time Rate
Cat A: 9 passengers & under	$_____ per hour
Cat B: 10–22 passengers	$_____ per hour
Cat C: 23–40 passengers	$_____ per hour
Cat D: 41–60 passengers	$_____ per hour
Cat E: 61+ passengers	$_____ per hour

Cancellation Policy (OUSD)

Vendors must acknowledge and agree to the following cancellation terms:

- Seven (7) or more calendar days prior to the scheduled trip: **No charge**
- Three (3) to six (6) calendar days prior to the scheduled trip: **25% of total trip cost**
- One (1) to two (2) calendar days prior to the scheduled trip: **50% of total trip cost**

- Day-of-trip cancellation: **100% of total trip cost**

☐ Vendor acknowledges and agrees to the cancellation policy above.

Additional Charges (if applicable)

Indicate any additional charges not included in base or extended rates (attach additional pages if necessary):

Certification

By signing below, the vendor certifies that the pricing provided herein is accurate, complete, and binding for the duration specified in the RFP.

- **Authorized Signature:** _____
- **Printed Name:** _____
- **Title:** _____
- **Date:** _____

Exhibit D: Documents to be Provided

- ☐ Provide current State of California Highway Patrol (CHP) Safety Compliance Report/Terminal Record Update/ Terminal Inspection
- ☐ A Certificate of Insurance (See Exhibit F)
- ☐ A list of SPAB certified buses, including license plate numbers
- ☐ A list of all SPAB drivers and their California Driver's License #

Exhibit E: Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, Bidder agrees to require like compliance by all its subcontractors. Bidder shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

3. Bidder Agreement – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work

described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to

hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used

interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit F.

Print Name: _____

Signature: _____

Date: _____

Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

I am aware of and hereby certify that neither_____[Name of Bidder] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the _____[DATE] for the purposes of submission of this bid.

By
Print Name: _____

Signature: _____

Date: _____

Exhibit G: Insurance

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

Unless specifically waived by OUSD, the following insurance is required:

i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars ($1,000,000) per accident or disease.

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars ($5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

Exhibit H: Workers Compensation Acknowledgement

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth

above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

Exhibit I: Fingerprinting Notice and Acknowledgement

FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as _____ [*insert "owner" or officer title*] of _____ [insert name of business entity] , have read the foregoing and agree that _____ _____ [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a

firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: _____

Date of Entity's Contract with District: _____

Scope of Entity's Contract with District: _____

I, _____ [*insert name*] , am the _____ [*insert "owner" or officer title*] for _____ [insert name of business entity] ("Entity"), which entered a contract on _____, 20__, with the District for _____.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Exhibit J: Non-Collusion Declaration

I,_____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Exhibit K: Authorized Vendor Signature- Prime Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

Date	Signature/Title	Type or Print Name
Name of Company	Address	City and State
Area Code	Telephone #	

Federal Tax ID Number

Evaluation Process

Upon receipt of proposals, the District's personnel also known as the Selection Committee will review each provider's response to the solicitation. Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing providers prior to and during the review and evaluation process.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other service providers for the same contracted services as those secured through this solicitation. An underlying principle of this solicitation is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

Selection Process

Upon conclusion of the evaluation process, the District will combine the scores for each of the providers value categories. Following selection of a provider(s) pursuant to this solicitation, proposals may be subject to disclosure in accordance with applicable law and may post the final scoring tabulation results online at https://www.ousd.org/procurement. Notice(s) of "Intent of Award" will be emailed to the awardee(s) and notice(s) of "Not To Award" will be emailed to the non award provider(s).

Protest Selection Procedure

Any provider may protest the Districts issuance of a notice of "Not To Award" if it believes that the District has incorrectly selected another proposer for award. Notice of protest shall be filed with the District within five (5) business days after the notice of "Not to Award" is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics, rosaura.altamirano@ousd.org

Providers will receive a written notice of the outcome of their appeal within five (5) business days after submitting the protest to the District.