

Board Office Use: Legislative File Info.	
File ID Number	21-0692
Introduction Date	4/14/20210
Enactment Number	21-0509
Enactment Date	4/14/2021 lf



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Lisa Grant-Dawson, Chief Business Officer
Kimberly Raney, Executive Director

Meeting Date

Subject Amendment 1- Agreement
Contractor: First American, Inc.
Services For: Special Education Transportation Services

Ask of the Board Approval by the Board of Education of Amendment 1, Agreement for Special Education Transportation Services between the District and First American, Inc. for the latter to extend the term from July 1, 2021 – June 30, 2023.

Background The District issued an RFP for Special Education Transportation service providers to provide specialized van/sedan service for special education students as per their IEP's. In issuing the RFP the District's intent was to have an approved list of Specialized Transportation service providers who bid on various routes created by District Transportation staff. This amendment extends the original contract for the additional two years as indicated by the contract.

Discussion

Fiscal Impact Funding Resource(s): 0720- Unrestricted Transportation

Attachment(s) • Amendment No. 1, Agreement

AMENDMENT 1

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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

AMENDMENT NO. 1

to

OAKLAND UNIFIED SCHOOL DISTRICT- FIRST AMERICAN, INC., AGREEMENT FOR SPECIAL EDUCATION TRANSPORTATION SERVICES WITH SEAT BELTS

This Amendment amends the attached legal agreement (“Original Agreement”) and any prior amendments (“Prior Amendments,” together with Original Agreement, “(Amended) Agreement”), incorporated herein by reference, which includes the following information:

- The (Amended) Agreement is between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

FIRST AMERICAN, INC.

The Parties entered into the Original Agreement on the below date:

June 20, 2023

- The Enactment Number of the Original Agreement is below:

19-0676

The PARTIES hereby agree to amend the (Amended) Agreement as stated herein.

1. **Services:**
- ☒ The scope of work of the (Amended) Agreement is unchanged.
 - ☐ The scope of work of the (Amended) Agreement has changed. If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; select the appropriate option below:
 - ☐ Revised scope of work attached
 - ☐ VENDOR agrees to provide the following amended services:

2. **Term** (duration): ☐ The term of the (Amended) Agreement is unchanged
☒ The term of the (Amended) Agreement has changed.
If the term has changed: The parties agree to amend the below original End Date of the (Amended) Agreement to the below new End Date:
Original End Date: **June 30, 2021**
New End Date: **June 30, 2023**

3. **Compensation**: ☒ The not-to-exceed amount in the (Amended) Agreement is unchanged
☐ The not-to-exceed amount in the (Amended) Agreement has changed. If the not-to-exceed amount has changed: The not-to-exceed amount in the (Amended) Agreement is amended as follows:
☐ Increase not-to-exceed amount by:
\$.
☐ Decrease not-to-exceed amount by:
\$.
The new not-to-exceed amount under the (Amended) Agreement, as herein amended, is
\$.

4. **COVID-19**: To the extent that the Amendment did not contain the following guarantees, by signing this Amendment, VENDOR agrees that:
- Through its execution of this Amendment, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Amendment in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
 - VENDOR agrees to notify OUSD within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.
 - VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of

OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing.

d. VENDOR shall bear all costs of compliance with this Paragraph.

5. **Remaining Provisions:** All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.

6. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

7. **Signature Authority.**

a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.

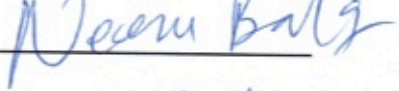
b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Amendment or as legally binding in any way.

8. **Amendment Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Amendment unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Amendment and to be bound by its terms and conditions:

VENDOR


Name: NEERU BALA Signature: 
Position: President Date: 03/12/2021

By its signature, VENDOR acknowledges and agrees not to expect or demand compensation pursuant to this Amendment prior to the PARTIES, particularly OUSD, validly and properly executing this Amendment until this Amendment is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Amendment. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: Shanthi Gonzales Signature: 
Position: President, Board of Education Date: 4/15/2021

- ☐ Board President
☐ Superintendent
☐ Chief/Deputy Chief

Name: Kyla Johnson-Trammell Signature: 
Position: Secretary, Board of Education Date: 4/15/2021

ORIGINAL CONTRACT

Board Office Use: Legislative File Info.	
File ID Number	19-0774
Introduction Date	5/8/19
Enactment Number	19-0676
Enactment Date	5/8/19 If



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools. Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Kimberly Raney, Executive Director, Transportation and Logistics

Board Meeting Date May 8, 2019

Subject Agreement
Contractor: First American Transit
Services For: Special Education Transportation Services with Seat Belts

Action Requested and Recommendation

Approval by the Board of Education of an Agreement for Special Education Transportation Services With Seat Belts between the District and First American Transit, Inc., Alameda, CA, for the latter to provide specialized transportation services for students per their IEP's to school sites and programs, as part of the RFP process, for the period of January 1, 2019 through June 30, 2021, in an amount not to exceed \$250,000.00 per contract year [January 1, 2019 through June 30, 2019; July 1, 2019 through June 30, 2020; July 1, 2020 through June 30, 2021], via the Transportation and Logistics Department.

Background

(Why do we need these services? Why have you selected this vendor?)

The District issued an RFP for Special Education transportation service providers to provide a specialized van/sedan service for special education students as per their IEP's. In issuing the RFP the District's intent was to have an approved list of Special Education service providers and to have to bid on various routes created by the District Transportation Staff. This enactment is to just increase the not to exceed amount since we have to shift students between vendors to accommodate specific IEP requirements.

Competitively Bid

Was this contract competitively bid? Yes
If no, exception:

Fiscal Impact

Funding resource(s): 0720 - Unrestricted Transportation

Attachments

- Agreement

AGREEMENT FOR SPECIAL EDUCATION
TRANSPORTATION SERVICES WITH SEAT BELTS

OAKLAND UNIFIED SCHOOL DISTRICT
AND
First American, Inc.

This Agreement for Special Education Transportation Services with Seat Belts ("Agreement" or "Contract") is entered into as of January 1, 2019 between First American, Inc. ("Contractor") and Oakland Unified School District ("District" or "OUSD"), for Contractor to provide Special Education transportation vehicles with seat belts 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:

Term and Termination; Contract Not to Exceed Amount; Pricing

The term of this Agreement shall commence on January 1, 2019 and shall terminate June 30, 2021. 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 January 1, 2019 to June 30, 2019, and any successive "contract year" shall be from July 1 of one year to June 30 of the next successive year.

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.

The total amount payable to Contractor under this Agreement shall not exceed \$250,000 per contract year. The rates payable to Contractor are as set forth in the Vehicle Rate Worksheet, attached to this Agreement.

The prices set forth in the Vehicle Rate Worksheet, which the District shall pay the Contractor, shall be firm through June 30, 2021. In the event the District exercises its option to extend the Contract beyond that date, 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 relevant contract year ending date. In no event shall the amount of increase, if granted by the District, exceed two (2) percent annually.

Vehicles and Contractor's Personnel

All Vehicles Must Have Seat belts:

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.

District May Inspect:

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.

Condition of Vehicles:

Upon arrival for the transportation of District students/staff, vehicle(s):

- 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.
- 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.

The Contractor or subcontracted drivers must:

Have all applicable state vehicle permits and licensing.

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.

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 upon request.

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.

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.

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.

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;

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

Demonstrate exemplary customer service;

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.

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.

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.

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

By signing this Agreement, Contractor certifies compliance with the following requirements:

Tuberculosis Screening: Contractor is required to screen all of its employees who will be working with OUSD students and/or at sites. Contractor affirms that each employee who will have contact with any OUSD student(s)/site(s) has current proof of negative TB testing on file and TB results are monitored.

Fingerprinting of Employees and Agents: The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: "Contractor 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. 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.

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:

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

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

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

Verification of enrollment in an on-going drug/alcohol testing at random, and "for cause" drug/alcohol testing as deemed appropriate for drivers authorized to perform services for this contract. 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.

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

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

Training records.

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 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.

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.

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 of Sections 12.4 to 12.12 of this Agreement.

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.

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.

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.

Electronic Routing System

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

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.

Timely Delivery of Students

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.

Maximum Trip Length

The travel time a child 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.

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.

Notice to District Regarding Route Changes

Contractor must inform the District in writing, within three (3) 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.

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.

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.

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.

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.

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.

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.

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 be physically capable of performing the required lifting. Proof of training will be submitted to the District within two (2) business days upon request.

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.

Accident & Operational Reports

All accidents or incidents involving the Contractor's equipment, personnel, or students being transported while operating for the District shall be reported in writing to the District within two (2) working days. 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 at Kimberly.Raney@ousd.org and/or phone at (510) 879-2740 and the District's Third Party Adjuster at OUSDIncidents@ccmsi.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.

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.

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.

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.

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.

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.

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.

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 agrees 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.

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 this Agreement, 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.

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.

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.

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) of such management personnel.

Contractor: First American, Inc.
1119 Regent St
Alameda CA 9501
(510) 522-3999
Firstamericantransit@yahoo.com

The District: Kimberly Raney, Director of Transportation
Business Operations
1000 Broadway, Suite 440
Oakland, CA 94607
Ph: (510) 879-2740

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.

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.

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.

Dispute Resolution

The parties agree to meet and confer in good faith on all matters and disputes under this Agreement. If a dispute is not resolved under the foregoing, and one party informs the other in writing that it reasonably believes that the difference between the parties are not likely to be reconciled through further negotiation, that Party may, upon giving the other Party at least ten days' prior written notice, initiate litigation submitting such claims or disputes for decision by a court of competent jurisdiction. Either Party may, at its option and at any time during the dispute resolution process, seek injunctive relief (including, but not limited to preliminary injunctive relief). 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.

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.

No Rights in Third Parties

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

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.

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.

Licenses and Permits

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

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).

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.

1. 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.

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.

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.

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.

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.

Piggybackable Contract

Other education agencies in the State of California may piggyback upon this Agreement pursuant to Public Contract Code Sections 20118 and 20652. Education agencies, including school districts, so choosing to piggyback shall be responsible for obtaining approval from their Boards of Education or other approving body of authority as required, and shall defend, indemnify and hold harmless OUSD from any disputes, disagreements or actions which may arise as a result of using this Agreement. The District waives any right to receive payment from other California agencies making purchases off of this Agreement, and those agencies will make payment directly to the Contractor. **This "Piggybackable Contract" provision shall only apply if Contractor signs and dates here:**

Severability, Headings & Drafting

Contract" provision shall only apply if Contractor signs and dates here:

Neeru Bala 4/4/19

51. 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.

52. Survival

The following sections of this Agreement shall survive expiration and termination of this Agreement: 24 (Time of the Essence, Assessment of Damages); 31 (Indemnity (Hold Harmless) of the District); 34 (Waiver); 37 (Dispute Resolution); 38 (Laws Governing Contract); 41 (Insurance Requirements of Contractor); and 51 (Severability, Headings & Drafting).

53. 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/>).

54. 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.

55. 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.

FIRST AMERICAN INC

Neeru Bala
Neeru Bala
President, First American Inc

Date: 4/4/2019

Aimee Eng

5/9/19

Aimee Eng, President
Board of Education

Kyla Johnson-Trammell

Kyla Johnson-Trammell, Superintendent and Secretary
to the Board of Education

Date: 5/9/19

Approved as to Form

Michael L. Smith

Michael L. Smith
Co-General Counsels

Date: 4/12/19

Legislative File ID: 19-0774
Introduction Date: 5/8/19
Enactment Number: 19-0676
Enactment Date: 5/8/19 lf

OUSD or the District verifies that
the Contractor does not appear on
the Excluded Parties List at
<https://www.sam.gov/>

**OAKLAND UNIFIED SCHOOL DISTRICT
REQUEST FOR STATEMENT OF QUALIFICATIONS AND
REQUEST FOR PROPOSALS FOR
SCHOOL PUPIL ACTIVITY BUS (SPAB) PROVIDERS**

The Oakland Unified School District (the "District" or "OUSD") invites proposals from School Pupil Activity Bus ("SPAB") providers (at times referred to as "Contractor," "Bidder," "Proposer," or "Vendor") to meet the District's school site transportation needs, such as for field trips and athletic events. The District intends to contract with 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 preapproved list of SPAB providers.

The District further anticipates that for **each successful bidder there shall be two (2) resulting contracts – one for all transportation needs and requests of the Oakland Athletic League, and the other for all other SPAB-related transportation needs of the District.** Each of the two resulting contracts shall result in a not to exceed amount for each applicable contract year.

RFPs and RFQs must be received by **2:00p.m. on July 2, 2018**. Proposals must be submitted in a sealed envelope and returned to the Oakland Unified School District, Transportation Department, Attn: Kimberly Raney, 1000 Broadway, Suite 440, Oakland, CA 94607.

SCHEDULE – KEY DATES

- 1.** RFP Issued: June 20, 2018
- 2.** Pre-Bid Conference: June 27, 2018 at 1:00 p.m. at Oakland Unified School District, Transportation Department, 1000 Broadway, Suite 440, Oakland, CA 94607
- 3. Proposals Due: July 2, 2018 at 2:00 p.m. (PDT)**
- 4.** Interviews (if deemed necessary by OUSD): July 9, 2018
- 5.** Finalists notified of recommendation to OUSD Board of Education (Notice of Intent): July 17, 2018
- 6.** Final determination/award by OUSD: August 8, 2018 at OUSD Board of Education meeting
- 7.** Contract(s) Start Date: August 8, 2018

This solicitation shall not be construed in any manner to be an obligation by the District to enter into an agreement with any proposer or to reimburse any firm for costs incurred in submitting a proposal. The District reserves the right to cancel or revise in part or in its entirety this RFP. If the District cancels or revises this RFP, all respondents will be notified by addenda. The District also reserves the right to extend the date responses are due and/or to alter any of the key dates set forth above.

Refer any questions to: Kimberly Raney, Kimberly.Raney@ousd.org. Proposers are not to contact District staff (except Kimberly Raney) or members of the Board of Education about this RFP or the selection process. Any Proposers who violate this request may be disqualified from further consideration.

GENERAL INFORMATION AND SUBMITTAL INSTRUCTIONS

1. GENERAL INFORMATION ABOUT THE OAKLAND UNIFIED SCHOOL DISTRICT

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 36,900. During the 2017-18 school year, the District operated 87 schools: 49 elementary schools, 5 elementary schools (K-8), 14 middle schools (6-8), 3 middle/high schools (6-12), 7 high schools (9-12), 8 alternative/continuation schools. In addition, the District operates 30 Early Childhood Education sites, 11 transitional kindergarten programs and there are 35 independently operated District-authorized charters. The District employs approximately 4,881 Staff, including certificated (credentialed teaching), classified (non-teaching) and management. The District's 2017-2018 Fiscal Year Budget was \$762.8 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 transportation requirements. Contract award does not preclude the District from using 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.

2. OBJECTIVES

The District intends to contract with 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 preapproved list of SPAB providers.

The District intends to 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.

3. SUBMITTAL INSTRUCTIONS

The statement of qualifications and proposal must be returned in ***sealed and properly identified envelopes or packages*** to:

Oakland Unified School District
Transportation Department
Attn: Kimberly Raney
1000 Broadway, Suite 440
Oakland, CA 94607

RECEIPT OF PROPOSAL PACKAGES:

Sealed Proposal packages shall be delivered to the Transportation Department, Attention: Kimberly Raney, no later than Friday, **July 2, 2018 at 2:00 p.m. PDT.**

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Transportation Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal **directly to the Transportation Department, 1000 Broadway, Suite 440, Oakland, CA 94607.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered.

Contractors are required to send **one (1) original and two (2) copies, as well as one (1) electronic copy on a USB flash drive,** of their proposals. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The District may negotiate the terms of the contract, including but not limited to pricing, with the selected Contractors prior to entering into a contract. Proposals and any other information submitted by respondents in response to this RFP 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 RFP, and subsequent amendments and/or updates will be available at: www.ousd.org/domain/39. **Contractors are responsible for checking this website for information and changes to this RFP.**

4. PROPOSAL CONTENTS

Section I – Company Information

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.
- b. Provide a succinct 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.
- c. Provide current State of California Highway Patrol (CHP) Safety Compliance Report/Terminal Record Update (form number CHP 343).
- d. 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 and years of service provided to each entity.

2. All Proposers must provide the following information:

- a. A copy of current CHP Motor Carrier terminal Inspection
- b. A Certificate of Insurance (See Exhibit B)
- c. A list of SPAB certified buses, including license plate numbers
- d. A list of all SPAB drivers and each driver's California Driver's License number
- e. A completed Workers' Compensation Certificate form, attached hereto as Exhibit C
- f. A completed Fingerprinting Certification form, attached hereto as Exhibit D
- g. A completed Non-Collusion Declaration form, attached hereto as Exhibit E
- h. A response to the Piggyback Clause form, attached hereto as Exhibit F
- i. A completed Authorized Vendor Signature form, attached hereto as Exhibit G

3. EQUIPMENT & MAINTENANCE

- a. Indicate in the Vendor's response the guarantee that each bus it would use for District transportation is a non-smoking environment and smoke free.
- b. Indicate in the Vendor's response the guarantee that each bus it would use for District transportation on a confirmed date will be:
 - well maintained in safe operating order and good condition (not dented, scratched or damaged);
 - 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 2020;
 - planning to implement the use of bio-diesel fuels; and
 - planning to upgrade vehicles with exhaust scrubbers to reduce solid emissions.Vendor's response shall describe its plans to support the District's commitment to reduce greenhouse emissions

4. SERVICE REQUIREMENTS

Please describe/confirm the following:

- a. Customer service training provided for employees and Vendor's 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, 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;
- e. Vendor 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 and during each trip;
- f. Vendor shall not be dependent upon customers for trip directions and/or navigation;
- g. Vendor shall demonstrate exemplary customer service and professional conduct;
- h. Vendor shall not demonstrate any unprofessional conduct, use of inappropriate language, intimidating behavior, and/or personal or sexual harassment. Vendor 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, and Vendor is to indicate whether or not its buses shall include each/both.

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 of California 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 made available 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 the resulting 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 the 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 the contract. In addition, drivers will not be under the influence of alcohol or drugs during the performance of their duties under the contract. Any driver who fails a drug and/or alcohol test may NOT be utilized for the contract.
- 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 any 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 the transportation of District students/staff, bus(es):

- 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).

8. CANCELLATION BY THE DISTRICT

Contractor shall describe its proposed cancellation policy, including any cancellation penalties when bus trips are canceled by the District.

9. CUSTOMER SERVICE

Contractor will provide a customer service single point of contact 24x7x365 for 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.

Section II – Format for RFP Response

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. Telephone: _____ Fax: _____

Firm Website: _____

Point of Contact Email: _____

3. Type of Company: (check one)

Individual ☐ Partnership ☐ Corporation ☐

Is the Company a Certified Oakland Small Business? ☐ Yes ☐ No

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

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Point of Contact if Contract is Awarded

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(6) 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.

B. LEGAL INFORMATION

6. Have you or any of your principals been in litigation or arbitration involving bus 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:

7. Have you 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:

- (8) 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:

- (9) 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. REFERENCES

Provide information in the format immediately below for at least three (3) references which you have provided bus services for K-12 public, private or charter schools. Information obtained through the references will be evaluated by the District.

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

Customer Name:	_____
Contact Name:	_____
Title:	_____
Address:	_____ _____ _____
Phone Number:	_____
Fax:	_____
Email:	_____
Years of Service:	_____
Services Provided:	_____

Section III – Special Instructions and Conditions

- 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** 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 its 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 the contract and shall include expiration dates** (see Destinations Worksheet). Any driver not listed at the time of bid opening may not be used until approved by the District.
- 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 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)
 - 1. Publicly Funded Trips. The District will be prudent in awarding trips. District sites will be given a list of vendors to contact. Requests for service, both oral and written, when requested will be acknowledged by the contractor within two (2) business days from the date of the order on the Contractors standard confirmation form. Only carriers from the Approved Charter Bus Contractor List will be considered.
 - 2. 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.
 - 3. Approved Charter Bus Contractor List. Such list is informal in that it may or may not physically exist in any form.
 - 4. 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 event the District and/or the bidding contractor 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.
- D. 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 District for booking with another company.
- E. The District recognizes its liability toward vandalism of the contractor's property by District 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 the Contractor for such damage unless authorized by the Director of Transportation. The District will make every effort to be reasonable in its evaluation.

- F. The term of the contract shall be **for three (3) years**, with an option to extend for two (2) additional one (1) year periods.
- G. Not to Exceed; Rates; & Rate Adjustments. The total amount payable to Contractor under the resulting Agreement shall include a not to exceed amount applicable to each contract year. The rates payable to Contractor are as set forth in the Bus Rate Worksheet, which shall also be attached to the Agreement. The prices set forth in the Bus Rate Worksheet, which the District shall pay the Contractor, shall be firm through June 30, 2021. In the event the District exercises its option to extend the Contract beyond that date, 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 relevant contract year ending date. In no event shall the amount of increase, if granted by the District, exceed two (2) percent annually.
- H. Equipment Summary. Bidders shall furnish with their bid a summary of all vehicles that may be provided to 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.
- I. 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 3-4 bookings annually. The definition of "short term notice" shall mean within 12 hours of event for booking and within 24 hours of event for cancellation.
- J. Charter Buses must arrive at Pick-Up locations at least twenty (20) minutes prior to departure time.
- K. 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 Transportation Department (510) 879-2740.
- L. 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).
- M. All contract bus drivers will present themselves in a professional manner with both students and staff at all times during contract event period. Failure to do so will disqualify said driver from further contracts with the District. OUSD's Transportation Department will review all complaints.

Section IV – Forms

Bus Rate Worksheet

Vendor Name: _____

A. Rate for Charter Coach:

1. Up to 10 passenger bus
\$ _____

2. 22-25 passenger bus
\$ _____

3. 35 passenger bus
\$ _____

4. 45-48 passenger bus
\$ _____

5. 55/56 passenger bus
\$ _____

6. 58 passenger bus
\$ _____

Driver Certification Listing (SPAB)

Bidders shall provide a list of all SPAB certified drivers that will be employed under this contract and shall include expiration dates with their bids. Any driver(s) not listed at the time of bid may not be used until approved by the District.

	<u>NAME</u>	<u>CA DRIVER'S LICENSE #</u>	<u>EXPIRATION DATE</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____
15.	_____	_____	_____
16.	_____	_____	_____
17.	_____	_____	_____

***Provide additional names/pages, as necessary.**

Bus List – Equipment Summary

Vendor: _____

	Vehicle Mfr.	Model	Seating Capacity	Vehicle License #
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____
6	_____	_____	_____	_____
7	_____	_____	_____	_____
8	_____	_____	_____	_____
9	_____	_____	_____	_____
10	_____	_____	_____	_____
11	_____	_____	_____	_____
12	_____	_____	_____	_____
13	_____	_____	_____	_____
14	_____	_____	_____	_____
15	_____	_____	_____	_____
16	_____	_____	_____	_____
17	_____	_____	_____	_____
18	_____	_____	_____	_____
19	_____	_____	_____	_____
20	_____	_____	_____	_____

***Provide additional information/pages, as necessary.**

Section V – Terms and Conditions

Consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following. In addition, each Bidder confirms by virtue of submitting its proposal 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.

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 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 A.

ATTACHMENT 1

CONTRACT TEMPLATE

AGREEMENT FOR SCHOOL PUPIL ACTIVITY BUS TRANSPORTATION SERVICES WITH SEAT BELTS

**OAKLAND UNIFIED SCHOOL DISTRICT
AND
[CONTRACTOR'S NAME]**

This Agreement for School Pupil Activity Bus Transportation Services with Seat Belts ("Agreement" or "Contract") is entered into as of August 8, 2018 between _____ ("Contractor") and Oakland Unified School District ("District" or "OUSD"), for Contractor to provide School Pupil Activity Bus transportation vehicles for District school sites and programs (including with seat belts, when a school or District site specifically requests and/or when the law requires that the dispatched vehicles have seat belts.)

[Applicable to Oakland Athletic League-related contract: "This Agreement for School Pupil Activity Bus Transportation Services with Seat Belts ("Agreement" or "Contract") is entered into as of August 8, 2018 between _____ ("Contractor") and Oakland Unified School District ("District" or "OUSD"), for Contractor to provide School Pupil Activity Bus transportation vehicles for District students (including with seat belts, when the Oakland Athletic League specifically requests and/or when the law requires that the dispatched vehicles have seat belts.)"]

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

Term and Termination; Contract Not to Exceed Amount; Pricing

The term of this Agreement shall commence on August 8, 2018 and shall terminate June 30, 2021. 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 August 8, 2018 to June 30, 2019, and any successive "contract year" shall be from July 1 of one year to June 30 of the next successive year.

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.

The total amount payable to Contractor under this Agreement shall not exceed \$_____ per contract year. The rates payable to Contractor are as set forth in the Bus Rate Worksheet, attached to this Agreement.

The prices set forth in the Bus Rate Worksheet, which the District shall pay the Contractor, shall be firm through June 30, 2021. In the event the District exercises its option to extend the Contract beyond that date, 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 relevant contract year ending date. In no event shall the amount of increase, if granted by the District, exceed two (2) percent annually.

Vehicles

Vehicles Upon Request Must Have Seat belts:

The Contractor agrees to provide such vehicles with seat belts

("Vehicles") as may be necessary to lawfully perform the Services and which are SPAB certified or exceed SPAB certification requirements. Contractor agrees to dispatch buses with seat belts to District schools that request seat belts. The buses will be used by District school sites for both local/short trips and longer distance/overnight trips. The District will distribute an approved list of SPAB providers that have seat belts in buses. District school sites and school programs that need bus transportation will select from the preapproved list of SPAB providers with buses with seat belts. 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.

District May Inspect:

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

Condition of Vehicles:

Upon arrival for the transportation of District students/staff, bus(es):

- 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);
- Bus environment and Contractor staff shall be appropriate for the transport of students;
- Buses shall have seat belts for all passengers, if and when requested by a school or District site.
- Should substitute bus 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.

Contractor's Personnel

The Contractor or subcontracted drivers must:

Have all applicable state vehicle permits and licensing.

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.

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 upon request.

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.

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.

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.

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;

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

Demonstrate exemplary customer service;

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.

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.

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.

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

By signing this Agreement, Contractor certifies compliance with the following requirements:

Tuberculosis Screening: Contractor is required to screen employees who will be working at OUSD sites for more than six hours. Contractor affirms that each employee has current proof of negative TB testing on file and TB results are monitored.

Fingerprinting of Employees and Agents: The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: "Contractor 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. 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.

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:

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

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

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

Verification of enrollment in an on-going drug/alcohol testing at random, and "for cause" drug/alcohol testing as deemed appropriate for drivers authorized to perform services for this contract. 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.

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

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

Training records.

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 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.

Accident & Operational Reports

All accidents or incidents involving the Contractor's equipment, personnel, or students being transported while operating for the District shall be reported in writing to the District within two (2) working days. 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 at Kimberly.Raney@ousd.org and/or phone at (510) 879-2740 and the District's Third Party Adjuster at OUSDIncidents@ccmsi.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.

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.

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.

Time of the Essence/Assessment of Damages

Time is 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 _ 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.

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 \$1,000 within ten (10) business days of the 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.

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.

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 this Agreement, 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.

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.

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.

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) of such management personnel.

Contractor: [NAME]
[ADDRESS 1]
[ADDRESS 2]
[PHONE]
[WEBSITE]

The District: Kimberly Raney, Director of Transportation
Business Operations
1000 Broadway, Suite 440
Oakland, CA 94607
Ph: (510) 879-2740
Kimberly.Raney@ousd.org

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.

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.

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.

Dispute Resolution

The parties agree to meet and confer in good faith on all matters and disputes under this Agreement. If a dispute is not resolved under the foregoing, and one party informs the other in writing that it reasonably believes that the difference between the parties are not likely to be reconciled through further negotiation, that Party may, upon giving the other Party at least ten days' prior written notice, initiate litigation submitting such claims or disputes for decision by a court of competent jurisdiction. Either Party may, at its option and at any time during the dispute resolution process, seek injunctive relief (including, but not limited to preliminary injunctive relief). 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.

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.

No Rights in Third Parties

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

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.

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.

Licenses and Permits

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

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).

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.

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.

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.

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.

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.

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.

Piggybackable Contract

Other education agencies in the State of California may piggyback upon this Agreement pursuant to Public Contract Code Sections 20118 and 20652. Education agencies, including school districts, so choosing to piggyback shall be responsible for obtaining approval from their Boards of Education or other approving body of authority as required, and shall defend, indemnify and hold harmless OUSD from any disputes, disagreements or actions which may arise as a result of using this Agreement. The District waives any right to receive payment from other California agencies making purchases off of this Agreement, and those agencies will make payment directly to the Contractor. ***This "Piggybackable Contract" provision shall only apply if Contractor signs and dates here:*** _____

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.

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/>).

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.

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.

CONTRACTOR'S NAME

Contractor

(Signatures continued on next page)

Date: _____

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng
President, Board of Education

Date: _____

Kyla Johnson- Trammell, Superintendent and Secretary
to the Board of Education

Date: _____

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither _____ nor
[Name of Bidder]

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 _____ day of _____ 2018 for the purposes of submission of this bid.

By _____
Signature

Typed or Printed Name

Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the _____ day of _____ 2018 for the purposes of award of this contract.

By _____
Signature

Title

Date

EXHIBIT B

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 C

WORKERS' COMPENSATION CERTIFICATE

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.

(Contractor Name)
By _____

(Signature of Authorized Signor)

(Title of Signor)
By _____

(Signature of Authorized Signor)

(Title of Signor)

(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 D
FINGERPRINTING CERTIFICATION

To the Governing Board of Oakland Unified School District

I _____, acknowledge and certify as follows:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

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

Executed at _____, California, on ____/____/____

Typed or Printed Name

Address

Title

Telephone Number

Signature

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK

(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

EXHIBIT E

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.

Date

Name of Vendor

Printed Name of Authorized Company Representative

Signature of Authorized Company Representative

EXHIBIT F

PIGGYBACK CLAUSE

The Oakland Unified School (District) hereby declares its intent and authorization to make all contracts awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections § 20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary, and shall hold the Oakland Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

Acceptance or rejection of this clause will not affect the outcome of this bid.

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted ☐ YES

Option Granted ☐ NO

EXHIBIT G

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 Number	Fax Number
-----------	------------------	------------

Federal Tax ID Number



Renee Johnson <renee.johnson@ousd.org>

Fwd: Confirmation of Order 3146316 for RFP FOR Activity Bus Providers for Field Trips/ Athletics/ and Alternate

Kimberly Raney <kimberly.raney@ousd.org>
To: Renee McMearn <renee.johnson@ousd.org>

Tue, Apr 9, 2019 at 12:16 PM

----- Forwarded message -----

From: <vermyil_thomas@dailyjournal.com>

Date: Wed, Jun 20, 2018 at 10:44 AM

Subject: Confirmation of Order 3146316 for RFP FOR Activity Bus Providers for Field Trips/ Athletics/ and Alternate

To: <kimberly.raney@ousd.org>

Dear Customer:

The order listed below has been received and processed. If you have any questions regarding this order, please contact your ad coordinator or the phone number listed below.

Customer Account Number: 142268

Type of Notice : RFP - REQUEST FOR PROPOSALS

Ad Description : RFP FOR Activity Bus Providers for Field Trips/ Athletics/ and Alternate

Our Order Number : 3146316

Newspaper : OAKLAND TRIBUNE

Publication Date(s) : 06/22/2018

Thank you.

VERMYIL THOMAS
DAILY JOURNAL CORPORATION
CALIFORNIA NEWSPAPER SERVICE BUREAU
Phone: (800) 788 7840 / (213)229-5300
Fax: (800) 540 4089 / (213)229-5481

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Kimberly E. Raney

Executive Director of Transportation & Logistics
Oakland Unified School District
www.ousd.org/transportation
Tel: (510) 879-2740
Cell: (951) 536-9210

If you are in need of immediate assistance concerning special education transportation please contact OUSD's Transportation Department.

Email: transportation@ousd.org
Telephone: 510-879-8181
Address: 1011 Union Street 2nd Floor
Oakland, CA 94607