

**OAKLAND UNIFIED SCHOOL DISTRICT
REQUEST FOR STATEMENT OF QUALIFICATIONS
AND REQUEST FOR PROPOSALS FOR
SPECIAL EDUCATION TRANSPORTATION PROVIDERS**

The Oakland Unified School District (the "District" or "OUSD") requests proposals and statements of qualifications from transportation providers (at times referred to as "Contractor," "Bidder," "Proposer," or "Vendor") to provide special education ("SPED") services to students with disabilities as designated via their respective Individualized Education Programs commencing with the 2020-2021 school year. The District intends to contract with special education transportation providers to provide home to school transportation.

The District further anticipates that **there shall be a resulting contract for each approved Vendor.** The resulting contract shall result in a not to exceed amount for each applicable contract year.

The response to this RFP must be received by February 12, 2020. Proposals must be submitted in a sealed envelope and returned to the Oakland Unified School District, Transportation Department, Attn: Kimberly Raney, 1011 Union Street 2nd Floor, Oakland, CA 94607.

SCHEDULE – KEY DATES

1. RFP Issued: January 22, 2020 (1/22/2020)
2. Pre-Bid Conference: January 29, 2020 (1/29/2020) @ 1pm at Oakland Unified School District, Transportation Department, 1011 Union Street 2nd Floor, Oakland, CA 94607
3. **Proposals Due: February 12, 2020 (2/12/2020) before 6pm**
4. Interviews (if deemed necessary by OUSD): February 19-20, 2020 (2/19/2020- 2/20/2020)
5. Finalists notified of recommendation to OUSD Board of Education (Notice of Intent): February 26, 2020 (2/26/2020)
6. Final determination/award by OUSD: March 25, 2020 (3/25/2020) at OUSD Board of Education meeting
7. Contract Start Date: August 1, 2020 (8/1/2020)

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 19/20 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 19/20 Fiscal Year Budget was \$626 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 SPED 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 multiple transportation providers to provide home to school transportation for SPED services to students with disabilities, as designated via their Individualized Education Programs ("IEP"). The District seeks to partner with providers who provide innovative solutions to improve services for our students.

The District intends to enter into one (1) five (5) year contract for services. After the initial term, the Agreement may be extended for no more than five (5) additional one (1) year terms at the District's election, based on satisfactory service/performance with the selected transportation provider. Any successive "contract year" shall be from August 1 of one year to July 31 of the successive year.

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
1011 Union Street, 2nd Floor
Oakland, CA 94607

RECEIPT OF PROPOSAL PACKAGES:

Sealed Proposal packages shall be delivered to the Transportation Department, Attention: Kimberly Raney, no later than February 12, 2020 by 6pm.

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, 1011 Union Street 2nd Floor 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. SCORING

Best Value Scoring

A. Proposals may earn a maximum of 1,000 best value points, as indicated in the table below.

Best Value Points	
Value Category	Maximum Points
1. Annual transportation cost to the district	200
2. Travel time for students and Service Experience for the District, Parents, and Students (Communication, Real Time tracking, and Software Apps)	300
3. Environmental Sustainability	200
4. Ability to deliver proposed solution	300
Total	1000

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

Scoring Guide					
	QUALITY OF RESPONSE	STRENGTHS	WEAKNESSES	CONFIDENCE IN RESPONSE	POINTS
EXCEPTIONAL RESPONSE	Addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other justifying factors	Meets all Requirements - numerous strengths in key areas.	None	VERY HIGH	100%
GOOD RESPONSE	Addresses the requirements completely and some elements in an outstanding manner.	Meets all requirements - some strengths in key areas	Minor; not in key areas	HIGH	75%
ADEQUATE RESPONSE	Addresses most elements of the requirements.	Meets most requirements - some strengths provided	Moderate: does not outweigh strengths	ADEQUATE	50%

MARGINAL RESPONSE	Meets some of the requirements	Meets some requirements with some strengths.	Exist in key areas; outweighs strengths	LOW	25%
INADEQUATE RESPONSE	Meets a few to none of the RFP requirements.	Few or no clear strengths.	Significant and numerous	NONE	0%

Section I – Best Value Scoring

Criteria for Best Value Scoring and Submission Instructions

All Four (4) Value Categories

The following criteria will be considered and kept in mind when allocating points in each of the four Value Categories:

RFP responses demonstrate a clear understanding of and alignment with the District’s objectives and environmentally forward-thinking goals.

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

Value Category 1: Annual transportation cost to the district (200 Points)

- Total cost to the district under this bid. Please use Section IV forms/format and instructions to submit these details.

Value Category 2: Travel time for students and Service Experience for the District, Parents, and Students (300 Points)

- Travel time for Students
 - Most optimized and practical solution to reduce travel time per student per ride. Please use Section IV forms/format and instructions to submit these details.
- Service Experience for the District, Parents, and Students
 - Age and quality of fleet being proposed in the bid - at the end of the primary contract term, no thirty (30) passenger (or higher capacity) vehicle shall be more than ten (10) years old
 - Quality and ease of use of technology proposed to be used by vendor for services in this bid, that allows following:
 - Parents and district/school staff to track the vehicles or the student
 - Recording and reporting of on time performance
 - Recording and reporting of our families satisfaction level
 - Timely incident reporting and Audio/Video capabilities on each vehicle
 - Invoicing and predicting districts’ spend trends
 - Other analytics and reports
 - Quality of customer support proposed by the bidder for our families and staff using the service proposed under this bid.
 - Contractors staff and executive team reflects a diverse community ready to serve the students and families of OUSD.

Value Category 3: Environmental Sustainability (200 Points)

- Vendor’s response shall describe its plans (please use Section IV forms/format and instructions to submit these details) and demonstrated ability to support the District’s commitment to reduce greenhouse emissions.
- Include a clear and compelling plan for how to acquire clean vehicles, and the amount of time it will take in order to create a percentage or full sustainable fleet.

Value Category 4: Ability to deliver proposed solution (300 Points)

Company Profile

- Provide the following information about your company:
 - The full company name (and any former name or dba names used), address, location,

and phone number for your headquarters, branch and area offices that would support the District.

- List the name(s), telephone number(s), and locations of your representatives who can be contacted regarding this proposal and any future business.
- Include company web address, if available.
- Please attach a short history of the company including whether it is local, national, or international, as well as the approximate number of employees, firm offices, and locations.
- Please attach evidence that supports viability of company for the duration of the contract. This evidence, if it contains financial details can be submitted in a sealed envelope marked CONFIDENTIAL and will only be used for evaluation purpose of this bid. Such info will be excluded from FOIA request and will not be disclosed to the public.
- All Proposers must provide the following information:
 - A Certificate of Insurance, attached hereto as Exhibit B
 - A completed Workers' Compensation Certificate form, attached hereto as Exhibit C
 - A completed Fingerprinting Certification form, attached hereto as Exhibit D
 - A completed Non-Collusion Declaration form, attached hereto as Exhibit E
 - A response to the Piggyback Clause form, attached hereto as Exhibit F
 - A completed Authorized Vendor Signature form, attached hereto as Exhibit G

Professional Qualifications

- 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 student transportation services to K-12 public, private and charter schools.
- Provide information about the organization's experience providing excellence and services that are similar in nature to those requested in this RFP.
- Provide a plan to secure drivers and minimize late vehicles.
- Using the format in Section C ("References") provide five (5) references, preferably from school districts, government agencies or similar entities. Include the entity's name and address, and name, title, telephone number and email address of the person to contact, along with your approximate annual sales to each entity.

Safety

- Provide information about the organization's approach to and track record of student safety and emergency planning, such as safety plans, training, policies, and protocols regarding student safety.
- Include a detailed safety plan describing how safety is prioritized in all aspects of service.
- Explanation and examples of how safety is prioritized and evaluated in key areas of your operations, such as staffing, routing, scheduling, statement management and training, vehicle maintenance and customer service.

Section II – Standard Form Responses

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

A. GENERAL INFORMATION

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

2. Tel: _____ Fax: _____ 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	Location	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Point of Contact if Contract is Awarded:

Name, Title	Location	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. LEGAL INFORMATION

5. Have you or any of your principals been in litigation or arbitration involving bus/vehicles 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.

6. 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:

7. 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:

8. 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 five (5) references which you have provided bus/vehicle 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 five (5) references required.

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

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 to fulfill the District's needs for transportation of pupils qualified for SPED services residing within the jurisdiction of the District from the pickup address to drop off address and return to designated delivery address, said addresses to be designated by the District. Such transportation shall be provided, in accordance with routes and schedules established between the District and vendor.

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;

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 Contractor's standard confirmation form. Only carriers from the Approved Special Education Contractor List will be considered.

2. Approved Special Education Contractor List. Such list is informal in that it may or may not physically exist in any form.

3. Services from Non-Bidding Contractor. The District may require special education 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 Contractor fail to provide adequate 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 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 to the Contractor for such damage unless authorized by the Director of Transportation. The District will make every effort to be reasonable in its evaluation.

F. The term of the anticipated resulting contracts shall be **for five (5) years**, with an option, exercisable by the District, to extend for up to five (5) 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 Vehicle Rate Worksheet, which shall also be attached to the Agreement. The prices set forth in the Vehicle Rate Worksheet, which the District shall pay the Contractor, shall be firm through July 31, 2025. 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 no later than 30 days prior to beginning of contract date.

I. The awarded carrier 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.

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

K. All contract 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 to Submit Proposed Solution and Rates

Vendor Name: _____

A. Proposed Solution and Proposal Requirements:

OUSD goal through this RFP bid is to find a transportation provider(s) who offers a transportation solution that satisfies and optimizes the following:

- Safe, reliable, and efficient transportation to students with GPS, real time tracking, & parent app.
- Total Travel time per student per ride
- Annual transportation cost to the district
- Environmental sustainability

Vendors must submit their best proposal to clearly reflect the above information. Bids will be scored on the merits of the proposal, which clearly explains and quotes the following:

1. Proposed annual cost to the District invoiced by the bidder (not to exceed dollar amount) if the number of students and their pickup-drop off addresses remain same as School Year 2019-20.
2. Travel time per student. Provide distribution of how many students in the proposed bid (in the cost mentioned above) will be in the vehicle for how long. Data to be submitted in below format and considering number of students and their pickup-drop off addresses remain same as School Year 2019-20.
3. Proposed timeline for converting all and/or % of vehicles under the proposed bid to electric/zero emission.

B. Format for submission of proposal:

Bidder must submit their proposal to this RFP in below given format.

1. Rates/Proposed Cost to the District

Option 1

Proposed Vehicle Type (occupancy)	Proposed No. of Vehicles	Min. hours (if any)	Min. miles (if any)	Base Rate (includes min. hours and min miles)	Additional Per hour Rate	Additional per mile Rate	Total proposed cost

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Please mention in a separate sheet exceptions if any that could not be captured in above format (example – additional time charge may not be per hour but incrementally every 15 minutes).

Option 2

Total proposed annual cost to the district for this bid will not exceed \$_____ (mention dollar amount here in words).

2. Proposed travel time per student distribution

Per Trip travel time per student*				
	<20 minutes	20 - 40 minutes	40 - 60 minutes	> 60 minutes
Number of Students				

*Travel time per student is defined as time when the student is picked up from home and up to time when student is dropped at school or vice a versa. Bidder must provide details about how they will achieve the student travel time reported in their bid proposal. Bidder can include information like (but not restricted to) routing strategies, vehicle type, vehicle occupancy, in order to support their claim of reduction of student travel time.

3. Electric/Zero Emission conversion timeline

School Year	2020-21	2021-22	2022-23	2023-24	2024-25
% of fleet serving OUSD under this bid electrified/zero emission					

C. Data Request for Preparing Proposal

Bidders may submit a data request to the District to obtain data to develop the above proposal. Please submit such data requests by signing the data request agreement and email it along with Appendix A below to Kimberly Raney, Kimberly.Raney@ousd.org. Subject of your email should be **"OUSD Student Transportation RFP: Data Request"**. Bidders requesting data **must sign and submit OUSD Data Privacy and Management agreement (attached as Exhibit H to this RFP) along with their data request mail/email**. Bidder will be liable to follow the agreement for access, distribution, handling, management and disposal of such data as the OUSD Data Privacy and Management agreement. Please note this data is subject to change and should be used as a base to develop a proposal.

Section V – Terms and Conditions

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

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, Bidder agrees to require like compliance by all its subcontractors. Bidder shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for 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 SPECIAL EDUCATION TRANSPORTATION SERVICES WITH SEAT BELTS

OAKLAND UNIFIED SCHOOL DISTRICT AND
[CONTRACTOR'S NAME]

This Agreement for Special Education Transportation Services with Seat Belts ("Agreement" or "Contract") is entered into as of [PLACEHOLDER FOR DATE] between _____ ("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:

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

The term of this Agreement shall commence on [PLACEHOLDER FOR DATE] 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 [PLACEHOLDER FOR DATE] to [PLACEHOLDER FOR DATE], and any successive "contract year" shall be from [PLACEHOLDER FOR DATE] of one year to [PLACEHOLDER FOR DATE] 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 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 [PLACEHOLDER FOR DATE]. 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.

2. 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

OUSD RFP RE SPECIAL EDUCATION TRANSPORTATION PROVIDERS (ISSUED [PLACEHOLDER FOR DATE])

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 upon start of services.

Be licensed in accordance with all applicable federal and state regulations and policies. Have a good driving record as verified by the state and other applicable regulatory bodies.

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

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.

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

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

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

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

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.

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.

3. 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.

4. Spare Drivers

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

5. 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.

6. 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.

7. 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.

8. Electronic Routing System

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

9. 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.

10. 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.

11. Maximum Trip Length

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

12. 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.

13. Notice to District Regarding Route Changes

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. District's Right to Provide Routing/Scheduling

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

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

20. 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.

21. 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.

22. 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 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.

23. 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.

24. 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.

25. Default; Remedies

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

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

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

All remedies provided for in the Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude, or in any way be deemed to waive, any other remedy.

26. Termination of Contract

- A. In the event of Contractor default pursuant to the "Default; Remedies" Section of the Agreement, in addition to any other remedies available to the District, the District may terminate the Agreement, and all of the Contractor's rights hereunder ended. Termination shall be effective ten (10) days after Contractor's receipt of written notice of termination from the District, unless a later effective date of termination is provided by the District in such notice. As of the effective date of termination, no new work will be undertaken by Contractor with the exception of actions necessary to effectuate the termination as provided for in this Section.
- B. In the event of termination for cause, Contractor shall be paid for those services performed under the Agreement to the satisfaction of the District up to the effective date of the termination. However, pursuant to the "Default; Remedies" Section herein, the District may offset from any such amounts due Contractor any costs to District arising from Contractor's default and may otherwise demand payment from Contractor of such costs.
- C. The District may terminate the Agreement, in whole or in part, for the District's convenience and without cause at any time by giving Contractor at least thirty (30) days written notice of such termination. The notice shall specify the date on which termination shall become effective. In no case shall the termination become effective in fewer than thirty (30) days from the date that the notice is provided. In event of termination for convenience, Contractor will be paid for those services performed pursuant to the Agreement and to the satisfaction of the District up to the specified effective date of termination.
- D. Upon receipt of any notice of termination of the Agreement, Contractor shall commence and perform with diligence all actions necessary on the part of Contractor to effectuate the termination of the Agreement on the date specified by the District in a manner that minimizes the liability of Contractor and the District to third parties as a result of termination. All such actions shall be subject to prior approval by the District and shall include, without limitation: canceling orders; assigning interests to the District as applicable; settling outstanding liabilities and claims; securing and safe-guarding District property; and halting or completing services in the manner specified by the District.
- E. In no event shall District be liable for costs incurred by Contractor, or any of its subcontractors, after the effective date of termination, except for those costs specifically approved in writing by the District, if any, as necessary to effectuate the termination in a manner acceptable to the District. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement; post-termination employee salaries; post-termination administrative expenses; post-termination overhead or unabsorbed overhead; attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, including but not limited to prejudgment interest.
- F. Within thirty (30) days after the effective date of termination, the Contractor will submit an itemized invoice detailing the unpaid costs incurred for the services rendered pursuant to the Agreement up to the effective date of termination. The District's payment obligations specified under this Termination of Contract section shall survive the termination or expiration of the Agreement. Upon payment by the District of approved charges under such Contractor invoice, the District shall be under no further obligation to the Contractor, monetarily or otherwise.

27. Dispute Resolution

Other than the District's right to assess liquidated damages, notwithstanding anything in the Contract to the contrary, prior to the initiation of any litigation, disputes between the District and Contractor regarding the Agreement, including any alleged violation, misinterpretation, or misapplication of the

Agreement, shall first be resolved using the following dispute resolution process.

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

If the informal meeting fails to resolve the dispute, or does not occur within the required time, the party initiating the dispute resolution process may proceed to exercise whatever rights it may have under the Agreement and the law. In addition, if Contractor is the party that initiated the dispute resolution process, it shall proceed with the claims presentation process under California Government Code section 900 *et. seq.* as a prerequisite to initiating litigation.

Either party may file litigation for equitable remedies such as injunctive relief while proceeding through the dispute resolution process in order to preserve the status quo.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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, Executive Director of Transportation & Logistics
1011 Union Street 2nd Floor
Oakland, CA 94607
Ph: (510) 879-2740
Kimberly.Raney@ousd.org

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. No Rights in Third Parties

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

43. 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.

44. 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.

45. Licenses and Permits

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

46. 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).

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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:

54. 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.

55. Survival

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

OUSD RFP RE SPECIAL EDUCATION TRANSPORTATION PROVIDERS (ISSUED [PLACEHOLDER FOR DATE])

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).

56. 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/>).

57. 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.

58. 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

Date: _____

(Signatures continued on next page)

OAKLAND UNIFED SCHOOL DISTRICT

Jody London
President, Board of Education

Date: _____

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 _____ [PLACEHOLDER FOR DATE] 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 _____ [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By _____
(Signature)

Typed or Printed Name

Title

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

WORKER’S 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 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 #	Fax #
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Federal Tax ID Number

Please refer to Section IV. For data request please sign this agreement and email it along with Appendix A below to Kimberly Raney, Kimberly.Raney@ousd.org. Subject of your email should be "OUSD Student Transportation RFP: Data Request".

EXHIBIT H

Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. _____, _____
("Bidder") requests the specific OUSD records or data listed in Attachment A.

TRANSFER OF DATA: OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

PERIOD OF AGREEMENT: This Agreement shall be effective when signed by both parties, and will terminate on [02/12/2020] unless terminated earlier by OUSD.

Bidder agrees to the following confidentiality statements:

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates _____ (name of bidder's officer), _____ (title of bidder's designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.
- H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.
- I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

LIABILITY

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

TERMINATION

A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14 days advance written notice to the Bidder, for any reason or no reason.

B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.

C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.

D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder's proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder's proposal.

E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

GENERAL UNDERSTANDING

- A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
- B. This Agreement shall be governed by and construed under the laws of the State of California.
- C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

Bidder :

Name of Bidder's Signee

Date: _____

Title of Bidder's Signee

OAKLAND UNIFIED SCHOOL DISTRICT:

Name

Date: _____

Title

SPECIFIC RECORDS OR DATA ELEMENTS

For purpose of this bid, following data can be provided to the bidder requesting for such data information. OUSD will return data without student identification numbers, student names, or other personally identifiable information.

Pick-up and drop off locations, times, and days of the week

- Students with transportation services written into their IEP's receive door to door transportation services to and from school and (in some cases) health clinics to receive therapy services not offered at school.
- In order to analyze the efficiency of bus routes, OUSD will where students are being picked up in the morning. This will likely be a student's home address or street crossing address, through in some instances students may be picked up elsewhere (i.e. at a relative's home).
- OUSD will also provide school locations and (if applicable) clinic locations or in case applicable, where they are being dropped-off after school (which may be different than their pick-up address – i.e. a child care center).

Special Equipment

- Students who require special equipment such as a wheelchair or a harness require certain types of vehicles that can accommodate these needs (i.e. lyft gate bus). In order to analyze the efficiency of bus routes, OUSD will provide which students require specific types of equipment.

Additional Supports

- Some students may require additional supports in order to be transported (i.e. a student who needs a 1-1 aide to ride with them). Others may have additional restrictions on ridership (e.g. Student A is not allowed to ride the bus with Student B). In order to truly evaluate the efficiency of 2018-2019 routes and schedules, these restrictions should be incorporated in the analysis.