



TRANSPORTATION SERVICES (BUS) CONTRACT
 between
SCHOOL DISTRICT NAME DISTRICT
 and
CONTRACTOR NAME

Contract No. CT-CONTRACT NUMBER

THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS APPROVED BY THE TRUSTEES AND EXECUTED BY THE SUPERINTENDENT OR AUTHORIZED DESIGNEE

[Note: Text that is bracketed, bold red is optional.]

This Transportation Services Contract ("Contract") is made by and between **School District Name** School District ("District") and **Contractor Name** ("Contractor"). District and Contractor may be referred to individually herein as a "Party" or collectively as the "Parties." The Parties agree as follows:

CONTRACTOR DATA

Contractor Name:
Address:
City, State, ZIP:
Telephone:
Facsimile:
Email:

Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a

- Sole Proprietor Corporation Limited Liability Company
- Partnership Nonprofit Corporation Other [describe:]

RECITALS

WHEREAS Contractor owns a number of school buses and employs licensed and certified school bus drivers,
 WHEREAS, District has a need to transport its students, parents or guardians of students, District employees and volunteers to and from school and other approved District sites associated with school activities, and
 WHEREAS, Contractor desires to provide school buses and school bus drivers to serve the transportation needs of District,

TERMS AND CONDITIONS

- 1. Term and Termination.** This Contract becomes effective on . Unless earlier terminated as provided below, this Contract shall continue through .
- 2. Detailed Description of Services / Statement of Work.** Contractor agrees to provide District with transportation services as follows: **[Describe generally the services that Contractor will provide (i.e. an on call, as needed basis for student transportation services)]**, as further detailed in Exhibit B ("Scope of Work") attached hereto and incorporated herein by reference (collectively "Services").
- 3. Contractor.** Contractor is experienced and properly certified/licensed to provide the Services, and is familiar with the transportation needs of District.

4. General Scope of Services. Contractor promises and agrees to furnish all labor, vehicles, materials, tools, fuel, equipment, maintenance, repairs, services, licensing, credentialing, insurance, and incidental and customary work necessary to fully and adequately provide the Services. All Services shall be subject to, and performed in accordance with, this Contract, the exhibits attached hereto and incorporated herein by reference, the District's transportation safety plan or other policies and procedures of the District pertaining to transportation, and all applicable local, state and federal laws, rules and regulations.

5. Contract Documents. This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with this Contract taking precedence over all other documents. The Exhibits to this Contract include the following documents:

Exhibit A **Payment Terms**

Exhibit B **Statement of Work**

6. Reimbursable Expenses; Maximum Total Payment; Invoicing. District will make no payment until this Contract is fully executed by the authorized representatives of both Parties.

a. Reimbursable Expenses (please check all that apply): District shall reimburse Contractor for the following Contractor expenses:

\$0; no expenses will be reimbursed under this Contract.

OR

Other (explain):

b. Maximum Total Payment: **Including the reimbursable expenses shown above (if any)**, the maximum total payment under this Contract is **\$0.00**; this is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an amendment executed by the Parties.

c. Payment Calculation (Please select the pay rate from the drop down box):

District shall pay Contractor at a rate of \$ per per bus.

OR

District shall pay Contractor as described in attached Exhibit **A**

d. Invoicing (please check one):

Contractor shall invoice District **monthly**. Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

INVOICES MUST INCLUDE:

- Invoice Date
- Contract number
- Dates of service
- Detailed description of service
- Payment rate
- Total payment due
- Remit to Address
- Vendor Name
- Contact Information

7. Other Payment Issues.

a. Method of Payment: Unless otherwise specified in Section 6 (Reimbursable Expenses; Maximum Total Payment; Invoicing) District shall pay Contractor net 30 days upon invoice approval and work acceptance.

b. Payment on Early Termination: Upon termination pursuant to Section 16 (Early Termination), District shall pay Contractor as follows:

- (i) If District terminates this Contract for its convenience under Sections 16(a), 16(b), or 16(e) then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.
- (ii) If Contractor terminates this Contract under Section 16(c) due to District's breach, then District shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
- (iii) If District terminates this Contract under Sections 16(c) or 16(d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date, less any setoff to which District is entitled, and if and only if Contractor performed such work in accordance with this Contract.

8. Cost Adjustments. Both Parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to District any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. District alone reserves the right to reject any changes to this Contract it deems unacceptable.

9. Independent Contractor Status. By its signature on this Contract, Contractor certifies that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, any subcontractors, and their employees, agents, and representatives are not officers, agents, or employees of the District. Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for Services under this Contract. Any personnel performing the Services under this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Contract and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Contractor shall be responsible to determine whether prevailing wages are required to be paid and obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the District shall provide Contractor with a copy of the prevailing rates of per diem wages. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. If the District is using State funds and is required to enforce a Labor Compliance Program ("LCP"), then Contractor will be required to enforce the District's Labor Compliance Program ("LCP"), as applicable.

10. Subcontracts and Assignment. Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The Parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on District.

11. Licenses and Authority to Do Business. Contractor warrants that it is a duly authorized entity fully empowered and legally entitled to enter into this Contract and to agree to undertake and to perform the Services. Contractor covenants and agrees to maintain, during the course of this Contract, all necessary government and professional licenses, certifications and incidents of authority requisite to the legal performance of the contracted-for services. This includes but is not limited to, that Contractor shall ensure that all persons or entities hired or retained by Contractor shall hold and maintain current licenses and certifications required by law and standards and care. District maintains the right to request and immediately receive evidence of proper licensure and certificates at any time, upon request.

12. Successors in Interest. This Contract shall bind and inure to the benefit of the Parties, their successors, and approved assigns, if any.

13. No Third Party Beneficiaries. District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

14. Other Contractors. District reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the District. When requested by District, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor shall not interfere with the work performance of any other contractor or District employees.

15. Nonperformance. As used in this Contract, "failure to perform" means failure, for whatever reason, to perform the Services as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

16. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:

- a. Mutual: District and Contractor may terminate this Contract at any time by their written agreement.
- b. District's Sole Discretion: District in its sole discretion may terminate this Contract for any reason on [REDACTED] days' written notice to Contractor.
- c. Breach: Either Party may terminate this Contract in the event of a breach by the other Party. To be effective, the Party seeking termination must give to the other Party written notice of the breach and its intent to terminate. If the breaching Party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching Party may terminate this Contract at any time thereafter by giving a written notice of termination.
- d. Contractor Licensing, etc.: Notwithstanding Section 16(c), District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
- e. Furlough: District reserves the right to terminate or otherwise suspend this Contract if District's Board determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due Contractor under this Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.

17. Remedies. In case of Contractor breach and in addition to the provisions of Sections 15 and 16, District shall be entitled to any other available legal and equitable remedies. In case of District breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

18. Access to Records; Contractor Financial Records. Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

19. District Requirements. Contractor shall comply with the following:

- a. Identification: When performing work, Contractor, any subcontractors, and their employees, agents and representatives shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District, in its sole discretion, determines is required to easily identify Contractor's, its subcontractors, and their employees, agents, and representatives. Contractor, any subcontractors, and their employees, agents, and representatives shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If Contractor, any subcontractors, and their employees, agents and representative cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor.
- b. Sign-in Required: As required by schools or other District locations, each day Contractor's, any subcontractors, and their employees, agents, and representatives are present on District property, those employees, agents, and representatives must sign into the location's main office to receive an in-school identification/visitors tag or to wear photo

identification (ID) that is acceptable to District. Contractor, any subcontractors, and their employees, agents, and representatives must display this tag or ID on their person at all times while on District property.

c. Unsupervised Contact on District Property: "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. As required by District policy, Contractor shall ensure that Contractor, any subcontractors, and their employees, agents, and representatives will have no direct, unsupervised contact with students while on District property. Contractor will work with District to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its employees, agents, or representatives, or those of its subcontractors, will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify District before beginning any work that could result in such contact.

d. Fingerprint Background Check: Contractor hereby acknowledges that, pursuant to Education Code section 45125.1, employees, agents, and representatives of Contractor and any subcontractor who are expected to come into contact with the District's pupils are required to undergo a fingerprint background check. Contractor will ensure that, before performing any work under this Contract, any employee, agent, or representative of Contractor or any subcontractor who is expected to come into contact with District's pupils will undergo a fingerprint background check through the Department of Justice Live Scan screening process at Contractor's sole expense, and Contractor will provide District with a completed Fingerprint Certification form for each such individual. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor acknowledges that no Contractor or subcontractor employee, agent, or representative shall come into contact with District's pupils if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the District to prepare and submit that individual's fingerprints to the Department of Justice.

e. Mandatory Reporter Training: Contractor acknowledges that, pursuant to California Penal Code section 11165.7, employees, agents, and representatives of Contractor and any subcontractor whose duties require direct contact and supervision of children are mandatory reporters of known or suspected instances of child abuse or neglect. Contractor will ensure that employees, agents, and representatives of Contractor and any subcontractor who are mandatory reporters will take the Child Abuse Mandated Reporter Educators Training Module upon hire and annually thereafter within the first six weeks of each school year. Contractor will ensure that each employee or agent of Contractor and any subcontractor who is a mandatory reporter will execute an Employee Acknowledgement Form and a Suspected Child Abuse Reporting Acknowledgement Form. Contractor will provide copies of each of these signed forms for each employee or agent of Contractor or any subcontractor who is a mandatory reporter to the District prior to the date that the mandated reporter commences performance of any Services under this Contract and annually thereafter within the first six weeks of each school year.

f. Non-Discrimination: Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race; color; gender; age; religion; national origin; U.S. military veteran status; marital status; sexual orientation; disability; source of income; or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of the District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Contractor must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Contract and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Contract.

g. No Smoking: All District properties are tobacco-free zones; Contractor, any subcontractors, and their employees, agents, and representatives are prohibited from using any tobacco product on District property.

h. No Drugs: All District properties are drug-free zones.

i. No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Contractor, any subcontractors, and their employees, agents, and representatives are prohibited from possessing on their persons or in their vehicles, any weapons or firearms while on District property.

At District's request, Contractor shall immediately remove any Contractor or subcontractor employee, agent or representative from any District property in cases where the District, in its sole discretion, has determined that removal of that employee, agent, or representative is in the District's best interests.

20. Driver Qualification and Review. Drivers of Contractor or any subcontractor who perform Services under this

Contract must satisfy the District's qualification and review process, which includes:

- a. Licensing: Drivers must have a valid driver's license for the appropriate class of vehicle being driven endorsed for school bus and passenger transportation, and maintain such license in their possession at all times while performing work under this Contract.
- b. Bus Driver Certification and Training: Drivers must comply with all required bus driver certifications issued by the Department of the California Highway Patrol. Contractor shall ensure that all of its drivers have received appropriate training for the class of vehicle being driven, including, but not limited to, classroom and behind-the-wheel school bus driver training, student loading/unloading procedures, student evacuation, student behavior and security management, and emergency medical procedures.
- c. Regular Screening: Drivers are required to participate in random drug and alcohol testing, undergo frequent driving record checks, regular driving skills checks, and pass periodic medical exams as set forth by the California Highway Patrol and Department of Transportation.
- d. CPR and First Aid Training: Drivers are also required to complete CPR and first aid training and renew such training every two years.
- e. District Procedures Training: At any time requested by the District, drivers shall participate in formal, District provided training regarding its students, expectations, procedures, guidelines, and providing services to special education students.

All new drivers' information and required forms, including name, telephone number, license number and class, required certification and training certificates, Fingerprint Certification Form, Employee Acknowledgement Form, and the Suspected Child Abuse Reporting Acknowledgement Form, must be provided to the District prior to the start on any route at least 24 hours in advance of the driver's first pickup.

At the sole decision of the District and at any time, any driver may be rejected, suspend, or removed from performing work under this Contract. District agrees to promptly provide Contractor with a written reason for rejecting, suspending, or removing any driver. Any driver who is suspected of driving under the influence will be removed immediately, and Contractor will provide a substitute driver.

21. Vehicle Safety, Security, and Environmental Compliance. Contractor agrees that all vehicles in which District pupils will be transported under this Contract shall be clean and free of debris. Contractor shall maintain all school buses to the highest safety and service standards according to the regulations set forth by the California Highway Patrol and Department of Transportation. This includes, but is not limited to, daily visual inspections, vehicle safety inspection and service every 45 days, and regular terminal inspections by the CHP. Contractor's mechanics involved in maintenance of vehicles used to provide Services under this Contract are also required to participate in bus driver safety trainings. Contractor also shall ensure that its busses are equipped with compliant, emissions reduction technology and all required safety mechanisms and equipment, including but not limited to passenger restraint systems, warning light systems, stop signal alarm systems, child safety alert systems. Contractor shall ensure that its drivers are trained to and are at all times in compliance with California Code of regulations, Title 5 § 14105, which requires all passengers in a school bus or in a school pupil activity bus that is equipped with passenger restraint systems in accordance with sections 27316 and 27316.5 of the Vehicle code shall use the passenger restraint systems. At the sole decision of the District, any vehicle that is considered suspicious of meeting safety conditions may be suspended from use. The District will promptly provide written reason for its decision and the vehicle shall only be returned to service once Contractor has provided direct service repair documents and once it has undergone District inspection.

22. Routing, Loading, and Notifications. District may, at any time, have a District representative ride along any route for audit purposes. District will coordinate with Contractor to organize optimum routing and loading of each school bus to minimize District costs. Contractor will be consulted, but District will make the final routing determinations. District will provide 24-hour notice prior to start-up service for any new rider. Contractor agrees that drivers will wait at least five minutes at a stop before leaving and declaring "No Show". Contractor will provide notice to District in the event a scheduled rider does not ride for two days in a row. District, a rider, or a rider's representative may call to cancel a scheduled ride service 90-minutes before service call. A **\$\$\$insert dollar amount** no show fee is allowed if no other riders are scheduled for the route ride.

23. Student Conduct. Contractor agrees to promptly report the following to the District: (1) any rider who is not acting in a safe manner, (2) any rider who is not acting in a respectful manner, including listening to driver instructions, (3) any rider who vandalizes vehicles in any way, (4) any minor rider who uses profanity, (5) any fights between riders, and (6) any conduct of any rider that, in the discretion of the Contractor or its drivers, gives Contractor or its drivers reason to fear for the health, safety, and wellbeing of themselves, the rider, or others.

24. Compliance with Applicable Law. At all times while performing Services under this Contract, Contractor shall

comply with all federal, state, and local laws applicable to public contracts and to the Services provided under this Contract, and with all applicable regulations, administrative rules, and District policies and procedures. Any driver retained by Contractor to perform Services under this Contract shall be responsible for complying with and observing all federal, state, and local laws and regulations relating to motor vehicle operation, including the California Vehicle code, and for enforcing the District's transportation safety plan and all other District rules and policies relating to school bus operation.

25. Indemnification. Contractor shall immediately defend, indemnify, and hold harmless ("Indemnification") the District, its trustees, officials, directors, officers, employees, volunteers, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, subcontractors (of all tiers), and their officers, employees, agents, or arising from or in any way related to Contractor or any subcontractor's performance and provision of Services under this Contract, including, but not limited to, the use of a vehicle and the custody and supervision of any person being transported under this Contract. Contractor's defense and Indemnification obligations extend to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. Contractor's Indemnification is in addition to any common law or statutory liability and indemnification rights available to District. Contractor's Indemnification of District shall not apply to damage, injury, or death caused by the sole negligence or willful misconduct of District, its officers, directors, employees, volunteers, or agents. District will promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim. Contractor's duty to defend shall accrue immediately upon tender, whether or not responsibility has been determined.

26. Insurance. The Contractor shall, at its sole cost and expense, shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Contractor, Contractor's agents, representatives, officers, employees, or subcontractors (of all tiers). Payment for insurance shall be considered as included in the various items of work as bid or in the lump sum price bid (as the case may be), and no additional payment will be made. Contractor agrees to maintain insurance coverage as follows:

a. Commercial General Liability Insurance: Coverage must be equivalent in scope or at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor's liability with limits no less than **[\$1,000,000/\$2,500,000/\$5,000,000]** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to work performed under this Contract (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The District, its board of trustees, and their officials, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). The policy shall contain a severability of interests/cross liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. Sexual Abuse and Molestation Insurance. Coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$1,000,000 per wrongful act and \$2,000,000 aggregate. This coverage may be provided as an endorsement to the Commercial General Liability policy or under a separate policy and must be written on an "occurrence" and not on a claims made or claims made and reported basis. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit. The District, its board of trustees, and their officials, employees, agents, and volunteers must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

c. Commercial Automobile Liability Insurance: Coverage must be equivalent in scope or at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1) that includes all vehicles that are owned, non-owned, and hired and personal injury protection, with limit no less than **[\$1,000,000/\$2,500,000/\$5,000,000]** per accident for bodily injury and property damage. The policy must provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of ISO form CA 00 01.

- d. Workers' Compensation Insurance. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- e. Broader Coverage/Higher Limits Applies. If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.
- f. Contractor's Insurance to be Primary. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance coverage, at least as broad as ISO CG 20 01 04 13, as respects the District, its board of trustees, and their officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the District, its board of trustees, and their officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- g. Notice of Cancellation. Each insurance policy required by this Contract must provide or be endorsed to provide that the District is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested
- h. Additional Insured Coverage Not Affected By Named Insured's Duties after Accident or Loss. If any of the insurance required herein requires reporting of accidents or other covered losses, all such policies must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the District, its board of trustees, or their officials, employees, volunteers, or agents.
- i. Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, and their officials, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, and their officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, and their officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- j. Self-Insured Retentions. Any self-insurance program or self-insured retentions must be declared to and approved separately in writing by the District's Risk Manager or designee and shall protect the District, its board of trustees, and their officials, employees, volunteers, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance or self-insured retention provisions. The District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. In addition, the policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Named Insured or by the District, its board of trustees, and their officials, employees, volunteers, and agents.
- k. Acceptability of Insurers. All insurance required herein is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by District, and must be authorized to conduct business in the state of California, or approved by the Surplus Lines Association to do business in California. The current List of Approved Surplus Line Insurers ("LASLI") is maintained by the California Department of Insurance at <http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/>.
- l. Verification of Coverage. Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Contract. The endorsements are to be signed by the person authorized by that Insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- m. Subcontractors. The Contractor shall require that all subcontractors meet the requirements of this Section and Section 25 unless otherwise agreed in writing by the District's Risk Manager or designee.
- n. No Limitation on Liability. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. District reserves the right to require complete certified copies of all said policies at any time. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Contract. Contractor understands and agrees that, notwithstanding any insurance, Contractor's obligation to defend, indemnify, and hold District, its trustees, officials, agents, volunteers, and employees harmless hereunder is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of Contractor, its officers, agents, subcontractors (of all tiers), employees, licensees, patrons, or visitors, or the operations conducted by Contractor, or the Contractor's use, misuse, or neglect of the District's premises.

o. **Contractor's Failure to Provide.** If Contractor fails to procure any coverage required by be maintained by Contractor hereunder, or renewal thereof, or to provide written evidence the procurement or renewal thereof on a timely basis, District may (but is not required to), after having given five (5) working days written notice to Contractor, procure such coverage and charge its cost to Contractor as a reduction in the contract amount payable to Contractor on the next payment date. Contractor shall not do or permit to be done anything that shall invalidate insurance policies to the maintained by Contractor thereunder.]

p. **Waivers and Modifications.** Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the District's Risk Manager or designee.

q. **Changes in Insurance Requirements.** Not more frequently than **[once/once annually/every three (3) years]**, if in the opinion of District the amount of the foregoing insurance coverages is not adequate or the type of insurance or its coverage adequacy is deemed insufficient, Contractor shall amend the insurance coverage as required by District's Risk Manager or designee.

27. Waiver; Severability. Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

28. Conflict of Interest. Contractor shall immediately disclose to District any outside activities or interests of Contractor, any subcontractors, and their officers, employees, agents, and representatives which conflict or may conflict with the interests of the District. Prompt disclosure is required if the activity or interest is related, directly or indirectly, to (1) any activity that Contractor or any subcontractors may be involved with on behalf of the District, or (2) any activity that Contractor or any subcontractors may be involved with on behalf of any other firm or agency. In addition, Contractor shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and with the District's Conflict of Interest Code. Contractor, any subcontractors, and their officers, employees, agents, and representatives shall be subject to the broadest disclosure category in the District's Conflict of Interest Code during the term of this Contract, except to the extent specifically modified in writing by the District Superintendent or designee. For the term of this Contract, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

29. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data (i.e., any item of information relating to an identifiable student), pupil records, personnel records, memoranda, plans, strategies, and documents, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, including but not limited to the Family Educational Rights and Privacy Act of 1974 (FERPA) 20 U.S. § 1232g; the Protection of Pupil Rights Amendment (PPRA) 20 U.S.C. 1232h, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) 42 U.S.C. § 300gg and 29 U.S.C § 1181 et seq. and 42 USC 1320d et seq., AB 1584, found at California Education Code § 49073.1, the Children's Online Privacy Protection Act of 1998 (COPPA) 15 U.S. Code §§ 6501 et seq., the Student Online Personal Information Privacy Act (SOPIPA) Cal. Bus. & Prof. Code § 22586 et seq., the Early Learning Personal Information Protection Act (ELPIPA) Cal. Bus. & Prof. Code § 22586 et seq., or which is considered confidential and protected from disclosure by the District's policies and procedures ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged and confidential, that Confidential Information shall be held strictly in accordance with the District's s policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the express written authorization of the District.

30. [Vandalism. District shall be held responsible for any defacement of or damage to equipment owned by Contractor which is caused by District employees or others while vehicles are parked on District property

31. Lost Items. No Bailment. Contractor is not responsible and creates no bailment for personal items carried aboard or placed in luggage compartments of its buses.]

32. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both Parties. The Parties may renew this Contract by their signed, written instrument.

33. Counterparts. The Parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

34. Dispute Resolution.

Error! Reference source not found., CT-_____

a. Negotiation. Any claim that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to informally negotiate a resolution of such claim prior to the initiation of litigation.. Notwithstanding this internal notice provision, Contractor remains obligated to comply timely with all presentation and other requirements of the California Government Claims Act prior to initiating litigation arising directly or indirectly from this Contract.

b. Services Pending Outcome. Contractor agrees to proceed with all Services pursuant to this Contract pending the outcome of any claim or dispute.. In accordance with the terms of this Contract, District agrees to pay for services ordered by it and properly rendered by the Contractor pursuant to this Contract pending the outcome of any claim, dispute, mediation, or arbitration.

c. This Contract shall be construed, enforced and administered in all respects according to the laws of the State of California without regard to conflict of law provisions. Venue for any legal or equitable action between the Parties which relates to this Contract shall be in the state and federal courts located in [redacted] County, California.

d. **[Attorney's Fees and Costs. In the event of any breach, failure to perform or dispute arising directly or indirectly out of this Contract, including the performance of the terms and conditions herein, the prevailing party shall be entitled to recover all reasonable legal fees, costs, experts' fees or other expenses incurred.]**

e. Equitable or Interim Relief. Notwithstanding anything in this Contract to the contrary, District shall not be precluded from seeking equitable relief or interim provisional relief from a court of competent jurisdiction, including a temporary restraining order, preliminary injunction, or other interim equitable relief concerning a dispute either prior to or during arbitration if necessary to enforce the provisions of Section 29 (Confidentiality).

35. Entire Agreement. When signed by both Parties, this Contract (and any attached Exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

36. Notices. All notices or demands of any kind required or desired to be given by District or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective Party at the addresses herein.

I HAVE READ THIS CONTRACT, INCLUDING ALL EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR

DISTRICT

Signature

Director, Purchasing

Contractor Printed Name and Title

Date

Date

MAIL CORRESPONDENCE TO

Name of District Contract Manager

_____ School District

_____, CA _____ - _____

EXHIBIT A

PAYMENT TERMS

Contractor's price quote or equivalent follows this page.

The balance of this page is intentionally left blank.

EXHIBIT B

STATEMENT OF WORK

Contractor's Statement of Work follows this page.

The balance of this page is intentionally left blank.