



Ontario-Montclair School District

Transportation Services – Field Trips & Additional Services Secondary Bid C-267-360
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Bid Submittal and Opening Date:
September 22, 2026
10:00 a.m.

ONTARIO-MONTCLAIR SCHOOL DISTRICT
950 W. D Street
Ontario, CA 91762
Invitation to Submit Bids

Notice is hereby given that Ontario Montclair School District, acting by and through its Board of Education, and hereinafter referred to as DISTRICT, is requesting bids for:

Transportation Services – Field Trips & Additional Services Secondary Bid C-267-360
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Each bid must contain a completed Bid Form (cost proposal), a completed Bid Proposal Questionnaire, Reference Form. Companies interested in submitting a proposal can obtain the documents through OMSD's Bonfire Procurement Portal, <https://omsd.bonfirehub.com/portal/?tab=openOpportunities>. Bids for "Transportation Services – Field Trips & Additional Services" must be submitted through Bonfire, **up to, but no later than 10:00 am on Tuesday, September 22, 2026**. All proposals must be submitted on forms furnished by the District.

The Board of Education of the Ontario-Montclair School District reserves the right to accept or reject any and all bids or parts thereof, to be the sole judge as to the merits and qualifications of all bids, to waive any informality in a bid, not necessarily accept the lowest bid of any offered if it is in the best interest of the District. Design, specifications, service, delivery, and quality may be considered in making selections.

For questions, call Angie Redelsperger, Director of Purchasing (909) 418-6476. Any bid response not received by the published bid time will not be accepted. The District will not accept bids submitted by fax.

By: Angie Redelsperger, Director of Purchasing
Published: September 2 and 9, 2026

Request for Proposals
RFP No. C-267-360
Student Transportation Services

INTRODUCTION

Purpose - The purpose of this Request for Proposal is to solicit proposals from highly-qualified Student Transportation companies to provide Student Transportation Services throughout the District, and outside the District, as needed in accordance with all legal guidelines, including but not limited to, California Education Code, sections 39802 and 39803. It is understood that the student transportation services under this RFP may also require, and therefor include, the transportation of District authorized adults, including but not limited to, teachers, aides, and/or chaperones.

- 1.0 Notice Inviting Proposals** - All interested vendors are invited to submit electronic proposals through the District's Bonfire/Euna e-Procurement web portal in accordance with the terms and conditions stated in this Request for Proposal (RFP). The District is seeking proposals demonstrating "Best Value" proposals meeting or exceeding RFP specifications. To be eligible for consideration, proposals shall be presented in accordance with the instructions of this solicitation within the timeframe specified herein. It shall be the sole responsibility of the vendor to ensure proposals are submitted through the District's Euna/Bonfire e-Procurement web portal on the date and time specified in the RFP document. Ontario-Montclair School District reserves the right, in its sole discretion, to determine the criteria and process whereby proposals are evaluated and awarded. No damage shall be recoverable by any challenger as a result of this determination or decision by the District.

A copy of the RFP can be viewed and downloaded by accessing the District's web site at <https://omsd.bonfirehub.com/portal/?tab=openOpportunities>. If a proposer discovers any ambiguity or error such as a conflict, discrepancy, omission, or other errors in the RFP documents, bidder shall immediately notify the District via the "Euna/Bonfire" Question/Answer tab not later than the Request for Clarifications due date stated in the Notice Inviting Proposals.

- 3.0 Questions, Addenda, and Requests for Clarification** - All questions or requests for clarification regarding this proposal are to be submitted via the "Open Gov" Question/Answer tab up to but no later than **September 15, 2026 by 4:30 p.m.** Responses and/or clarifications will be posted as addenda via the "Bonfire/Euna" Addenda/Notices tab. All Followers of the project will receive email notifications when questions/answers are posted or when addenda/notifications are uploaded. Ultimately, it is the sole responsibility of each bidder to periodically check the web site for any addenda postings. **Contact with any District employee, trustee, agent or District Officer, other than a member of the District's Purchasing Department may be grounds for rejection.**

Acknowledgement of all addenda must be acknowledged via the "Bonfire/Euna" Addenda/Notice tab. Failure to acknowledge receipt of any addendum included in the RFP documentation or elsewhere in the proposal may be cause for rejection of the proposal.

Any proposal may be withdrawn by the bidder by selecting the "Unsubmitted Proposal" button at any time prior to the scheduled closing time for receipt of proposals.

4.0 RFP Timeline

Closing Date for RFP/Questions	September 15, 2026 at 4:30 p.m.
Proposal Due Date	September 22, 2026 at 10:00 a.m.
Anticipated Board Approval/Contract Award	October 15, 2026
Contract Start Date	October 16, 2026

Note: *Dates and times are subject to change.*

- 5.0 Proposal Evaluation** – All proposals will be evaluated for completeness and the proposer’s ability to meet or exceed RFP specifications. A contract, if awarded, will be pursuant to California Public Contract Code 20118.2, which permits the District to consider more than simply price in awarding the contract. In this case, price will be the most heavily weighted factors; though the District will also consider the prospective Vendor’s ability to meet the service delivery requirements described in the RFP, as well as other relevant factors, including but not limited to CHP Rating for contracts in the State in the last five (5) years, Driver turnover ratio, and Strong Safety and Maintenance Program and conditions stated in this Request for Proposal (RFP). The District is seeking proposals demonstrating “Best Value” and/or exceeding RFP specifications.

The District reserves the right to award to one or more service providers whose proposal(s) provide the greatest value to the District.

INSTRUCTIONS TO BIDDERS

- 7.0 Submitting Proposals** – Proposals must be submitted electronically at <https://omsd.bonfirehub.com/portal/?tab=openOpportunities>. It is the Vendor’s sole responsibility to ensure that its proposal response is submitted on-line. No Vendor may withdraw its RFP for a period of 120 days after the date set for the opening of proposals. The cost of preparing and submitting a proposal is the sole responsibility of the proposer and shall not be chargeable in any manner to the District. The contents of any proposal shall not be made available during the evaluation process.

- 8.0 Proposal Due Date** – Proposals must be electronically submitted through the District’s on-line bid portal no later than **TUESDAY, SEPTEMBER 22, 2026, AT 10:00 A.M.**, at <https://omsd.bonfirehub.com/portal/?tab=openOpportunities>. It is the vendor’s responsibility to ensure the proposal is submitted on-line. Failure to meet the proposal due date timeline is cause for proposal rejection. System will not allow proposals to be uploaded after the closing date and time.

Faxed or emailed responses to the RFP will not be accepted. All costs incurred in the preparation, submission and/or presentation of respondents responding to the RFP including, but not limited to, the respondent’s travel expenses to attend any bidders’ conferences, oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the respondent and will not be reimbursed by District.

The proposal must be signed by a person duly authorized to bind the respondent to the RFP. By signing, the authorized person is agreeing to all terms, conditions, instructions, specifications and requirements of this RFP document, including all amendments and attachments unless stated otherwise in the vendor's proposal.

- 8.1** Proposals must be submitted in the format provided by the District. Read the RFP carefully and respond accordingly. No alterations to the District forms will be permitted, including substitutions or deletions without the prior written consent of the District, which may be given or withheld at the District’s sole discretion. Reproduction of District documents is permitted so long as reproduced copies are identical in size, format and content to the forms prepared by the District. Any proposal submitted in altered form may result in rejection of such proposal at the option of the District.
- 8.2** Responsibility for errors or omissions on the part of respondents will not be assumed by the District. Vendor will be bound by the terms and conditions of the RFP notwithstanding the fact that errors may be or are contained therein. However, if material errors are actually discovered in a proposal, the District will notify the Bidder that the proposal, as submitted, appears to contain errors. The District may waive minor irregularities or errors in accordance with public contract code.

- 8.3 A bid will be rejected if, in the opinion of the District, there was a material misstatement or misrepresentation contained in the proposal response. If an agreement has already been executed at the time of discovery of the material, misstatement or misrepresentation, the District reserves the right to terminate the contract and pursue any available legal remedies.
- 8.4 The failure or neglect of any Bidder to receive or examine any RFP documents, addendum, or other documents shall in no way relieve any Bidder from obligations with respect to his or her proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.
- 8.5 The Bid Proposal Form(s) – Fee Schedule(s) “**signature page**” must be signed (electronic signatures are acceptable) by a person duly authorized to bind the Vendor, and included with the proposal. By signing, the authorized person is agreeing to all the RFP terms, conditions, instructions, specifications and requirements of this RFP document, including all amendments and attachments unless otherwise negotiated during contract award. The Proposal Forms – Fee Schedules must be uploaded separately to the Bonfire/Euna website bid portal.
- 8.6 Proposal response to any specific item of this RFP, with the terms such as, but not limited to, “negotiable”, “will negotiate”, or similar, may be considered non-responsive to that specific item and may cause your entire proposal to be rejected. Qualifying the bid in any manner may also lead to the proposal response being declared non-responsive.
- 8.7 **Bid Protest** – Vendors may protest a contract award if he/she believes that the award was inconsistent with Board policy or the bid/RFP specifications or was not in compliance with law. The protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to timely file a protest shall constitute a waiver of his/her right to protest the award of the contract.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the bidder of the time for Board consideration of the contract award. The Board's decision shall be final.

- 9.0 **Contents of the Proposal Response** – Each proposal should address the following items in the order listed below. Be sure to include information on all items that were requested throughout the RFP documents. The proposal response is to demonstrate the qualifications, competence, and capacity of the firm as well as specify the approach in conformity with all federal, state, District, and local requirements:

- A. **Cover Letter** - Include a cover letter with a brief description of the firm and statement of interest.
- B. **Description of Bidder's Company** - Include a description of qualifications for your company providing the requested services. Include information regarding the size of the company, location, nature of work performed, and years in this particular business.
- C. **Bidders Personnel and Staffing Resources** – Submit resume(s) or profiles of the individuals who will be assigned to provide the requested services, including their qualifications and recent and related experience providing similar services. Bidder must submit an operations organizational chart and highlight the key personnel who will assigned to the District. The Bidder should state the size of staff, the location from which these services would be performed, and the number/nature of

the staff to be employed in this engagement on a full-time and on a part-time basis. An affirmative statement should be included that the firm and all assigned key professional staff are currently and properly certified or licensed to perform the services and hold all proper business or other required licenses.

Each Bidder, as part of their bid submission shall outline the structure of the management organization to be assigned to the District contact. The outline shall also include resumes, duties, shift times, hour per week, education, work experience for the last five (5) years, licensing, special courses required for the position and areas of control. All listed positions are to be identified on an organizational chart and submitted to the District.

Provide a detailed description of the dispatch system you intend to use with your proposal. Provide a startup action plan.

- D. Capacity and Methodology** – Describe the approach to provide services and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of your company to undertake and accomplish the required scope of service while meeting all deadlines. Provide a detailed description of the dispatch system you intend to use with your proposal. Provide a startup action plan.
- E. Experience and References** – Provide descriptions of past performances of similar service and related experience. The Bidder is required to submit a list of school districts or county offices of education for which services have been performed in the last five (5) years. Please identify districts that are of the approximate size of the District. The list shall include the number of buses, routes and number of students, date services were performed, number of hours of service for the project, client name, client contact name, phone number and email address.
- F. Customer Service Commitment** – Describe your ongoing commitment to providing outstanding customer service. Include letters of reference and testimonials.
- G. Vehicles** – Include a list of vehicles that Bidder intends to use to carry out the requirements of the contract. Use the “List of Vehicles” attached to the RFP document as Attachment 4. Attach additional pages as required. List the manufacturer, year, vehicle identification number and seating capacity. Include specifications and information on the GPS system. (Ref. Attachment 4)
- I. Bidder’s Questionnaire** – Each Bidder must completely answer the questions of this document. Questions may be answered in other sections of the proposal if clearly and conspicuously identified on the questionnaire. (Ref Attachment 1)
- J. Certificate Regarding Workers’ Compensation** – Complete and return the form with proposal (Ref Attachment 2)
- K. Equal Opportunity Form** – Complete and return with proposal (Ref Attachment 3)
- L. Request for Taxpayer Identification Number and Certification** – W-9 Form complete and return with proposal (Ref Attachment 5)
- M. Fingerprint and Criminal Background Form** – To be completed by successful bidder(s) at time of contract award. (Ref Attachment 6)
- N. Certification Regarding Debarment, Suspension, ineligibility, and Voluntary Exclusion Form** – Complete and return with proposal (Ref Attachment 7)
- O. Federal Funding Contract Compliance Form** – Complete and return with proposal (Ref

Attachment 8)

- P. **Contractor Certification of Compliance Form** – To be completed by successful bidder(s) at time of contract award. (Ref Attachment 9)
- Q. **Vendor Application** – Complete and return with proposal (Ref Attachment 10)
- R. **Noncollusion Affidavit** – Complete and return with proposal (Ref Attachment 11)
- S. **Proposal Forms** – ***Under separate Tab provide costs to provide services (Proposal Forms) and Rate Sheet.*** Carefully read and sign the Proposal Form. Proposal forms must be signed in the name of the Bidder and must bear the signature in longhand or electronic signature of the person(s) duly authorized to the Vendor to the terms of all contractual documents. **The Proposal Form – Fee Schedule for Category A and Category B must be provided under separate tab and uploaded to Bonfire/Euna in the area indicated. Note: The Base Miles, Base Hours, Estimated Rate per Route.**

GENERAL TERMS AND CONDITIONS

It is extremely important that all bidders READ and ADHERE to the terms and conditions, instructions, requirements, specifications, and all RFP documents included herein. Failure to do so may disqualify your bid.

- 10.0 Insurance** – Vendor shall provide and maintain during the term of the Contract a program of insurance satisfactory to the District covering its operations hereunder. Certificates of Insurance, along with endorsements, shall be delivered to the District on or before the effective date of this contract, and shall stipulate that the District is to be given written notice by certified mail at least thirty (30) days in advance of any modification or cancellation of any policy of insurance.

District shall be named as additional insured in all said insurance policies. Certificates and insurance policies shall include the following clause: “This policy shall not be canceled or reduced in required limits of liability of amount of insurance until notice has been mailed to the District stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice”. Coverage shall include the following:

- 10.1** Comprehensive General Liability: \$5,000,000.00 per occurrence for bodily injury, personal and advertising injury and property damage.
- 10.2** Automobile Liability: \$5,000,000.00 combined single limit per accident for bodily injury and property damage.
- 10.3** Workers’ Compensation and Employer’s Liability: Statutory as required by the Labor Code of the State of California and Employer’s Liability limits of no less than \$1,000,000.00 per occurrence.
- 10.4** Employer’s Liability \$1,000,000 per accident for bodily injury or disease.
- 10.5** Sexual Abuse or Molestation \$3,000,000 per occurrence.
- 10.6** Umbrella Liability: 10,000,000.00 per occurrence.

The District is aware the above listed insurance requirements may increase the cost of the vendor’s proposal.

Proof of Insurance - The Vendor shall not commence services under this contract until all required insurance certificates have been delivered in duplicate to and approved by the District subject to the following requirements:

1. Certificates and insurance policies shall include the following clause:
 - a. This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance, until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice”.
2. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
3. Certificates of insurance shall clearly state that the District, its officers, employees, agents and independent contractors are named as additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-e

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officials, employees and agents; or (2) the Bidder shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses. Policies shall contain, or be endorsed to contain, the following provisions:

- A. The District, its trustees, officers, employees and agents are to be named additional insured;
- B. The Vendor’s insurance coverage shall be primary insurance as respects to the District, its trustees, officers, employees and agents. Any insurance or self-insurance maintained by the District, its trustees, officers, employees and agents shall be excess of Vendor’s insurance and shall not contribute with it.

11.0 Compliance – In the event of the failure of any Vendor to furnish and maintain any insurance required by this RFP, the Vendor shall be in default under the contract. Compliance by the Vendor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Vendor from liability assumed under any provisions of this agreement, including, without limitation, the obligation to defend and indemnify the District.

12.0 Self-Insured – In any instance in which the insured shall choose to self-insure the amount of the retained limit or the underlying policy limits, the assured, as self-insured, has the same duties and obligations as above. The self-insured entity that it currently holds coverage in the amounts as required herein. Any deductibles or self-insured retentions must be declared to and approved by the District. Vendor shall guarantee that, at the option of the District, either: (1) the insurer shall eliminate such deductibles or self-insured retentions as respects to the District and its directors, employees, agents, and volunteers; or (2) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

13.0 Bonds – General Information – The District does not require a Performance Bond for this proposal.

13.1 Permits and Licenses – Bidders are required to hold valid business and professional licenses that may be required by the State of California, County of San Bernardino, but not limited to a City of Ontario or Montclair business license as required by the City Clerk’s office, for the performing of the work and pay all fees relating thereto, and all costs and expenses incurred on account thereof, and deliver certificates of same to the District. It is the Bidder’s sole responsibility to ensure such permits or licenses shall remain in full force throughout the duration of the contract with the District.

14.0 Fingerprinting – This RFP and any resultant contract award are subject to the provisions of Education Code Section 45125.1. Upon contract award, the successful Bidder will be required to comply with these fingerprint requirements. Bidder’s employees are required to submit fingerprints to the Department of Justice

where an employee may come into contact with students at any school site. The successful Bidder will be required to return the Fingerprint and Criminal Background Check Certification form included in this RFP document to the District certifying all its employees have been cleared by the Department of Justice prior to commencing any contract work.

The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5 and 1192.7, respectively. Bidder shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1.

Prior to commencement of services by a vendor's employee, awarded vendor shall provide the District with a list of names of employees who may come in contact with students and must certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.1. District may request the removal of any employee from any District site at any time. Failure to comply with this provision may result in contract termination.

- 14.1 **Mandated Reporter** - Beginning July 1, 2026, per SB 848, any employee, volunteer or board member of a public or private contractor to a school district whose duties require contact or supervision of pupils at that school district shall be required to take the Child Abuse Mandated Reporter Educators Training Module within 6 weeks of hire and annually thereafter.
- 15.0 **Equal Opportunity Employer** – The Bidder shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines.
- 16.0 **Bidder Tax Information** – The successful Bidder will be required to complete the W-9 tax form and return it to the District with the proposal response.
- 17.0 **Non-Availability of Funds** – Purchase of services is contingent upon availability of funds. The District is not responsible, nor will it be penalized for canceling the contract or portion of a contract due to lack of appropriate funds.
- 18.0 **Examination and Audit** – The contracting parties shall be subject to the examination and audit of the District's auditor for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7. The examination and audit shall be confined to those matters connected to the performance of the contract, including, but not limited to, the costs of administering the contract.
- 19.0 **State Audit** – The contracting parties shall be subject to examination and audit by the Auditor General of the State of California for a period of three (3) years after final payment under the contract, as provided in Government Code Section 8546.7.
- 20.0 **Audit Access** – For the purposes of such audits, the Vendor shall provide the District (and its designees) access to the part of the facility at which the Vendor is providing the services, to Vendor personnel and to data and records relating to the services. The Vendor shall provide reasonable assistance during the audit and will cooperate reasonably with the District in connection with audit functions and with regard to examination by regulatory authorities. The District's auditors shall comply with the Vendor's reasonable security measures.

- 21.0 Cooperation/Conduct** – Vendor shall not perform services in a manner in which unreasonably impedes District’s conduct of its business, including, but not limited to, its schedule of classes and activities.
- 22.0 Joint Ventures** – Joint ventures WILL NOT be acceptable for the performance of any contract that may result from this RFP.
- 23.0 Governing Law** – This contract is governed by and construed in accordance with the laws of the State of California.
- 24.0 Laws and Regulation** – The Vendor shall confirm to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work including obtaining an Ontario and Montclair business license if required City Clerk’s office. It is the Vendor’s total responsibility to determine specific details of such requirements and warrant that all services performed as part of this contract totally conforms to such requirements. Failure to conform to any requirements or violations of any such requirements, including, but not limited to California Highway Patrol requirements for buses and drivers will result in a default under the contract.
- 25.0 Provision of Law Insertion** – Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.
- 26.0 Conflict with Existing Law** – The Bidder and the District agree that if any provision of the contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the contract, the contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.
- 27.0 Non-Smoking Policy** – Effective July 1, 1995, smoking and the use of tobacco products by employees and visitors is prohibited on all District property and in all District vehicles. Appropriate notices shall be posted. (Health and Safety Code Section 24167). The “No Smoking Policy on District Property” is strictly enforced, and Vendor and its employees shall comply with this prohibition.
- 28.0 Covenant Against Gratuities** – The Bidder warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Bidder or any agent or representative of the Bidder, to any officer or employee of the District with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the District shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Bidder agreed to supply shall be borne and paid for by the Bidder. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

29.0 Drug Free Work Place – The selected Bidder will, by signing any future contract agreement, swears under penalty of perjury under the laws of the State of California that the Bidder is in compliance with the District in matters relating to providing a drug-free workplace. Bidder shall do the following:

- A. Publish a statement notifying employees that unlawful manufacturing, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by the District.
- B. Establish a drug-free awareness program to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The person's or organization's policy of maintaining a drug-free workplace;
 - 3. The availability of drug counseling, rehabilitation and employee assistance programs;
 - 4. The penalties that may be imposed upon employees for drug abuse violations.
- C. Require that every employee who works under the RFP terms:
 - 1. Will receive a copy of the Bidder's drug-free policy statement;
 - 2. Agree to abide by the terms of the Bidder's statement as a condition of employment on the agreement.

30.0 Waiver of Breach of Contract – No term or provision of this contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or subsequent breach, except as may be expressly provided in the waiver or consent.

31.0 Default

- A. In addition to any other rights of termination or any other remedies available at law or in equity, including but not limited to, liquidated damages, if District determines that a default or violation under the contract has occurred, it shall provide written notice to the Vendor and the surety describing the default or violation and it shall require the default or violation to be cured within five (5) business days. If the default or violation is not cured within the five (5) day period, the District may exercise its right to terminate the contract. In the event of a termination, District shall send a notice of termination in any manner acceptable as described in Notices, to the Vendor and the surety, declaring the contract to be terminated as of the date provided in the notice.
- B. At the time of termination, payment of invoices for products and services already received and approved in accordance with RFP documents shall be the responsibility of the District. The District shall not be responsible for any loss of profits resulting from the cancellation. There shall be no early termination fee charged to the District.
- C. In addition, the Vendor will be responsible for the cost difference for the District to purchase the services from the next Bidder awarded in accordance with the RFP documents. If the District is unable to make another award using the existing RFP, the Vendor shall be responsible to pay the cost difference for the District to purchase the services from another source in accordance with legal guidelines.
- D. District's right to terminate the contract as stated herein and in "Termination of Contract" is in addition to any remedies District may have, including but not limited to, assessing liquidated damages.

32.0 Contractual Agreement - The District wishes to enter into a one (1) year contract with the option to extend the agreement in one-year increments, not to exceed a total of five (5) years. This RFP does not permit the successful Bidder to perform services until a contract has been approved by the Board of Education, all appropriate documentation has been received and approved by the District, and a contract has been signed

by both parties. If awarded the District requires services to begin effective October 16, 2026 or sooner as negotiated by between both parties.

32.1 Contract Extension – The District reserves the right to extend the contract on an annual basis in its best interest.

32.2 Price Escalation – The adjustment to the contract price rate(s), if any, shall be effective on July 1 of each additional year that contract is extended. A maximum price increase of no more than 5% per contract year, or in accordance with the U. S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index –All Urban Consumers Los Angeles, All Items, for Los Angeles/Riverside/Orange County, twelve (12) month percentage change. whichever is lesser, may be negotiated subject to the existing market conditions and approval by the District. The Bidder must substantiate the need for price increases by providing documentation that is acceptable and to the complete satisfaction of the District. All requests for rate adjustment must be requested by the Bidder in writing no less than 90 days prior to the end of each annual contract period.

A review of costs will be made to determine the feasibility of any such adjustments. If the District denies the request, the Bidder may appeal to the District and provide additional evidence as to why the increase is warranted. The final decision to grant a price increase rests solely with the District and denial of such is not a basis for termination of services by the Bidder.

32.3 Price Decreases – During the term of the contract, the District reserves the right to purchase any services covered under this RFP from the successful Bidder at the decreased price. Price reductions are to be immediately passed on to the District as U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers Los Angeles, All Items, for Los Angeles/Riverside/Orange County, conditions drop for these services.

32.4 Payment - Invoices shall be submitted in duplicate under the same Bidder's firm name as shown on the agreement. Invoices shall include the purchase order number, if any, detailed itemization of services and location of services. The Bidder shall present an invoice monthly in arrears to the District for services rendered.

Invoices are to be submitted directly to the District's Transportation Department on or before the 15th day of every month, with billing pertaining to the 30 days (or calendar month) prior. Each invoice shall include only services which have been performed. The District shall not owe any fees for services contemplated hereunder but not performed.

Bidders will be paid for services performed at the agreed upon rates indicated in the Bid Proposal Form/Fee Schedule that shall become a part of the agreement.

There shall be no additional payments, fees or reimbursements made to the Bidder for any expenses incurred to prepare or carry out the reequipments of this bid, other than what is stated in these Bid documents.

32.5 Sample Agreement – The successful proposer(s) will be required to enter into the sample agreement at the end of these documents.

33.0 Additional Contractual Terms

- a) If, at any time during the performance of the contract District determines that Bidder's services are unsatisfactory, the District shall provide written notice to the Bidder describing the unsatisfactory performance and a reasonable cure period. If the performance remains unsatisfactory at the end of the cure period, the District shall provide notice to the surety and the Bidder and the District shall have the right to terminate the contract as may be stated in the notice. In the event of a termination,

the District is obligated to make payments only for services rendered up to the notice of termination.

- b) District may terminate the contract pursuant to subsection A under Default.
- c) District reserves the right to terminate the contract for any reason on 120 days' written notice.
- d) District reserves the right to terminate the contract as of the end of each District fiscal year on 60 days' written notice.
- e) District's right to terminate the contract as stated herein is in addition to any remedies District may have, including but not limited to assessing liquidated damages.

34.0 Liquidated Damages – Bidder agrees that if the services are not completed in strict accordance with the Specifications and other Contract Documents it is understood, acknowledged and agreed that the District will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Bidder shall pay to the District as fixed and liquidated damages, and not as a penalty, the sums stated in the Liquidated Damages Schedule, set forth in the Scope of Work, for each and every school day the Bidder is in violation of the Specifications or other Contract Documents.

35.0 Hold Harmless Agreement - The Bidder agrees to and does hereby indemnify and hold harmless the District, its officers, agents and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- A. Liability for damages for (1) death or bodily injury to persons, (2) injury to property, or (3) any other loss, damage or expense arising out of the contract sustained by the Bidder and any person, firm or corporation employed by the Bidder upon or in connection with the work called for in this agreement except for liability for damages referred to above which results from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
- B. Any injury to or death of persons or damage to property, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the services covered by the contract, whether said injury or damage occurs either on or off District property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
- C. The Bidder, at this own expense, cost and risk shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any settlement or judgment that may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceeding as a result thereof.

36.0 Assignment - This contract shall not be assignable in whole or in part without written consent of the District. The District does not normally object to the granting of assignments for financial purposes, provided that the original Bidder retains all of its responsibilities and obligations under the contract. In the event of any assignment hereunder to which the District has consented, each such assignment shall contain a provision that further assignments shall not be made to any third or subsequent party without any additional written consent of the District.

37.0 Bidder's Power and Authority - The Bidder warrants that it has full power and authority to grant the rights under the contract and will hold the District hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of that warranty. Further, Bidder avers that it will not enter into any arrangement with any third party, which might adversely affect any rights of the District under this contract.

38.0 Disputes and Remedies

- A. Negotiation: Any claim that Bidder may have regarding the performance of the contract, including, but not limited to, claims for additional compensation, shall be submitted to the District within 30 days of its occurrence. The District and Bidder shall attempt to negotiate a resolution of such claim and process an amendment to the contract.
- B. Mediation/Arbitration: If a dispute arises out of or relates to the contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under a mutually agreed upon process before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to the Agreement, or breach thereof, shall be settled by arbitration in accordance with a mutually agreed upon process.
- C. Services Pending Outcome: Bidder agrees to proceed with all services ordered by the District pursuant to the contract pending the outcome of any claim, dispute, mediation, or arbitration. In accordance with the terms of the contract, the District agrees to pay for services ordered by it and properly rendered by the Bidder pending the outcome of any claim, dispute, mediation, or arbitration.
- D. Additional Remedies: The rights and remedies of the parties provided under the contract are in addition to other rights and remedies provided by law.

39.0 Non-Exclusive Agreement - Any resultant agreement is non-exclusive. In the event Bidder is unable to perform, or perform in an unsatisfactory manner, or in the event an unanticipated event or circumstance arises, the District retains the right to perform its own work or contract with other firms engaged in the same or similar type of work as defined in these documents at any time during the life of the contract.

40.0 Waive Informalities or Irregularities - The District reserves the right to accept or reject any or all bids, or portions of bids, and to accept or reject any item, to withdraw a line item or entire bid, or to waive any minor irregularities or informalities in the bid or in the process.

41.0 Waiver and Severability Clause - One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this bid or contract is held, in whole or in part, to be unenforceable for any reason, that portion shall be severable and the remainder of that provision and of the entire bid or contract shall remain in effect.

42.0 Prohibition on Marketing and use of the District Name - No advertising, sales, promotional or other publicity materials containing information obtained from this bid are to be mentioned, or imply the name of the District, without prior express written permission from the authorized District contract person.

43.0 New Equipment or Products - District requires Bidder to provide a list of the vehicles, including vehicle numbers of the equipment to be used in providing the services requested. Acceptance by the District of the list is not intended to preclude the use of new equipment or products during the course of the contract if to use said new equipment or products would benefit the District. In the event the Bidder desires to use new equipment or products that would benefit the District, it may request approval from the District for the use of the new equipment or products. It is in the District's sole discretion as to whether or not to grant approval.

44.0 District Not Responsible for Preparation Costs - All costs incurred in the preparation, submission and/or presentation of Bidder responding to the bid, including, but not limited to, the Bidder's travel expenses to attend any pre-conferences, oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the Bidder and will not be reimbursed by District.

District shall not pay for any costs incurred for bid or contract preparation as a result of termination of this bid or termination of the contract resulting from this bid.

45.0 Right to Use Ideas - All proposals and other materials submitted become the property of the District and are public information, (except for financial information). District reserves the right to use any ideas or documents presented in any response to the bid. Selection or rejection of the bid shall not affect this right.

46.0 No Additional Costs

The District shall not pay any additional costs to the successful Bidder for any items not specifically called out for pricing in this Bid. The Bidder shall provide any and all personnel, materials, equipment, machinery, fuel, tools, labor, parts, supplies, set up, designs, management, engineering, time, travel, and any other expense needed to provide the products or services in accordance with these Bid documents.

SCOPE OF WORK

The below scope of work summarizes District expectations for delivery of Student Transportation Services to be performed in accordance with the terms of this RFP document. Proposals shall provide a means for the District to effectively evaluate the vendor's capabilities to meet or exceed District requirements. The emphasis of your proposal should be on completeness and clarity of proposal content.

Requirement for Student Transportation

The vendor shall provide transportation services before, during, and after school from Monday through Friday, between July 1 through June 30 of each year. In addition, the vendor must provide services as needed by the District for summer school, extended school year (ESY), evening or weekend events, and field trips, including overnight trips. There are approximately 180 school days per year that require service, not including summer service (Subject to change yearly based on District service needs).

The District Reserves The Right To Change The School Calendar Year Schedule As Needed

District schools are on a Traditional calendar from August to May. Various limited Summer School programs run from June through July. Budgeting for Transportation Services is based on the District fiscal year from July 1st through June 30th. In addition, District students also attend non-public schools outside of the city and throughout various counties. Calendars vary according to non-public sites accordingly.

Service Hours

- Approximately 6:00 AM to 9:00 AM for morning service
- Approximately 10:00 AM to 2:00 PM for mid-day kinder service
- Approximately 2:00 PM to 5:00 PM for PM service
- Exceptions consist of afterschool programs and late evening routes that go through approximately 6:00 PM (Subject to change based on service needs). Mid-day service is provided for kinder routes and other site-specific services. Mid-day hours vary according to route length and service type.

Routing and Scheduling

A route is defined as a run, or a series of runs, that commence from a Base Point and return to the same Base Point (See Base Point Section).

The District shall provide the successful Bidder(s) the routes and the number of students to be transported, at least two (2) working days prior to the first day students are to be transported. The Bidder shall follow the requirements of the route sheets as specified by the District. The route sheets shall include:

- a) The order of pickup and delivery
- b) Pickup and delivery location
- c) Directions to and from each location
- d) Number of students
- e) The School to which the student is assigned
- f) The arrival and departure times of buses assigned
- g) The size and type of equipment
- h) An indication of whether or not the student requires special handling and/or equipment.
- i) If special needs, a picture of the student is provided when possible

On each assigned bus, the Bidder's drivers must maintain a current route description, student roster, seating plan and/or any other relevant information provided by the District to ensure the success of the route.

The District maintains the right to request that Bidder assign a particular driver and or attendant to a specific route on a temporary or permanent basis.

Base Point - Start Point of all Bus Routes

Base point billing will commence from in-service pull out to out-of-service pull in at the Base Point. Mileage and hours for each route or field trip shall commence at the Base Point and shall conclude at the Base Point.

Base Point is defined as the starting and ending point, which is either the Bidder's location, or the District facility whichever location is closer to the first stop, per route, per day, that results in the least amount of total deadhead mileage traveled over routes designated by the District, unless other arrangements have been made with the successful Bidder in writing. The District shall determine which location is closer and is in the best interest of the District, prior to issuance of the route to the Bidder.

Base Unit Rate

For each route, the District will be charged at the Base Unit Rate. The District will determine which route is to be charged at which base unit rate in advance, in accordance with the estimated miles and hours for a particular route. ***The Bidder will incur the cost for any additional miles or time added to the base unit rate that has not been pre-authorized in writing by the District.***

Base Unit Rate plus Mileage

If the District exceeds the mileage in the lowest selected base rate column but does not exceed the hours, the District will be charged the lowest selected Base Unit Rate plus the excess mileage over the base. ***The Bidder will incur the cost for any additional miles or time added to the base unit rate that has not been pre-authorized in writing by the District.***

Base Unit Rate plus Hours

If the District exceeds the hours in the lowest selected base rate column but does not exceed the mileage, the District will be charged the lowest selected Base Unit Rate plus the excess hours over the base. ***The Bidder will incur the cost for any additional miles or time added to the base unit rate that has not been pre-authorized in writing by the District.***

Estimated Quantities

All figures supplied by the District are estimates only. The District reserves the right to order more, or less, or none of the quantity or services indicated, to change the number of miles, hours, routes and/or routing, scheduling, items or equipment as needed. Actual quantities may vary from these District estimates. Unit Rate prices supplied by Bidder cannot vary, except in accordance with the bid documents.

The total number of buses used under the contract will vary in accordance with the District's needs and shall be provided by Bidder as required to meet the needs of the District.

The actual number of buses required on any given day may vary. The size, seating capacity, number and type of buses required by the District may vary for any given route.

Field Trips and Other School Sponsored Activities

Buses for field trips and other school sponsored activities shall be provided by the Bidder on an "as needed basis" as requested by the District.

Field trips and Other School Sponsored Activities will be charged at hours and miles only, whenever the vendor is able to use HTS buses that have already been charged to the District at the base unit rate for that day.

Field Trips will require the use of Transit-style buses with storage, Ambulatory Mini Buses, and Wheel Chair accessible Mini -Buses as deemed necessary for requested trips and passenger needs.

Bidder agrees to provide all transportation services for District field trips. The Bidder shall not assign, transfer, or subcontract any of its rights, burdens, duties, or obligations without the written consent of the District.

On some occasions, there may be a notice of 24 hours or less. The District reserves the right to contact another transportation firm to request and provide field trip service without violating the remainder of the contract. Field trips and other transportation services will be compensated at the agreed-upon rates as awarded. The Bidder will provide service for last-minute field trip requests whenever possible. The Bidder will not hinder home to school busing services in order to accommodate field trips.

The District reserves the right to cancel any scheduled field trip or school-sponsored activity. Compensation for such cancellations shall be governed by the following terms:

- **Standard Cancellation:** The District shall provide notification of cancellation to the Contractor at least twenty-four (24) hours prior to the first scheduled pupil pickup. In the event of timely notification, the District shall be subject to the Contractor's Standard Cancellation Fee Schedule.
- **Late Cancellation (At Pickup Point):** If a cancellation occurs after the vehicle has arrived at the pickup point, or if notification is provided less than twenty-four (24) hours prior to pick up, the District shall pay the Contractor for the driver's actual time and mileage to and from the District facility, if applicable or pay any applicable fees outlined in the Contractor's cancellation fee schedule.
- **Minimum Liability:** If the notification is not provided within the twenty-four (24) hours window, the District's liability shall be limited to the Contractor's scheduled fee, provided such fee does not exceed the base rate of the trip per vehicle, unless otherwise agreed upon in writing for specialized transport.

ATTACHMENT A
BID FORM A

Transportation Services – Activity Trips

(Multiple bidders may be awarded)

SCOPE: Contractor shall operate and maintain one or more school buses for the safe transportation of students on activity trips. *NOTE – Charter buses must have seat belts

BASE RATES: Fill-in Prices for Applicable Vehicles

Capacity	Type	5 Hour Minimum (Up To 50 Miles)	Each Additional Hour (Prorated in ¼ Hour Increments)	Rate Per Mile (Over 50 Miles)
8+4	WC Bus	\$ _____	\$ _____	\$ _____
20-30	Bus	\$ _____	\$ _____	\$ _____
24-25	Mini Bus	\$ _____	\$ _____	\$ _____
27-29	Bus	\$ _____	\$ _____	\$ _____
31-54	Bus	\$ _____	\$ _____	\$ _____
47	Bus	\$ _____	\$ _____	\$ _____
47	Charter	\$ _____	\$ _____	\$ _____
52-87	Bus	\$ _____	\$ _____	\$ _____
54-56	Bus	\$ _____	\$ _____	\$ _____
55	Charter	\$ _____	\$ _____	\$ _____
55	Coach	\$ _____	\$ _____	\$ _____
55-89	Bus	\$ _____	\$ _____	\$ _____
59-72	Bus	\$ _____	\$ _____	\$ _____
63-78	Bus	\$ _____	\$ _____	\$ _____
73-89	Bus	\$ _____	\$ _____	\$ _____
78	Bus	\$ _____	\$ _____	\$ _____
84	Bus	\$ _____	\$ _____	\$ _____
1-20	Van	\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____

SPECIALS: Fill-in Details for Any Special Offers

4 Hour AM Rate Completed by 1:15pm:	\$ _____
Home-to-School Route (3 Hour Minimum):	\$ _____
1-Way Within 30 Miles	\$ _____
Other (Describe):	\$ _____

CANCELLATION CHARGE: ✓ Check One

☐ Less Than 2 Hour Notice, ☐ Same Day, or ☐ Less Than 24 Hour Notice	\$ _____
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EXCLUSIONS: _____

all in strict conformity with the complete contract as defined in the Agreement, including addenda nos. _____, _____, and _____, on file at the DISTRICT'S Office.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE NOTICE TO BIDDERS, TERMS AND CONDITIONS, PROPOSAL FORM/PRICE SCHEDULE, PUPIL TRANSPORTATION SERVICES AGREEMENT, AND ALL OTHER PARTS OF THE BID PACKAGE.

_____ Company Name	_____ (Area Code) Telephone Number
_____ Signature of Authorized Agent	_____ (Area Code) Fax Number
_____ Address	_____ Date Signed

ATTACHMENT A
BID FORM B

Transportation Services – Activity Trips
(Multiple bidders may be awarded)

SCOPE: Contractor shall operate and maintain one or more school buses for the safe transportation of students on activity trips. *NOTE – Charter buses must have seat belts

BASE RATES: Fill-in Details & Prices for Vehicles Offered

Capacity	Vehicle Type	5 Hour Minimum (Up To 50 Miles)	Each Additional Hour (Prorated in ¼ Hour Increments)	Rate Per Mile (Over 50 Miles)
		\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____

SPECIALS: Fill-in Details for Any Special Offers

	\$ _____
	\$ _____
	\$ _____

CANCELLATION CHARGE: ✓ Check One

☐ Less Than 2 Hour Notice, ☐ Same Day, or ☐ Less Than 24 Hour Notice	\$ _____
---	----------

EXCLUSIONS: _____

all in strict conformity with the complete contract as defined in the Agreement, including addenda nos. _____, _____, and _____, on file at the DISTRICT'S Office.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE NOTICE TO BIDDERS,
TERMS AND CONDITIONS, PROPOSAL FORM/PRICE SCHEDULE, PUPIL TRANSPORTATION
SERVICES AGREEMENT, AND ALL OTHER PARTS OF THE BID PACKAGE.

Company Name

(Area Code) Telephone Number

Signature of Authorized Agent

(Area Code) Fax Number

Address

Date Signed

BID QUESTIONNAIRE

To the Bidder:

The following questionnaire is a part of this Request for Bid. The information provided herein will be used for evaluating the qualifications of the bidder to perform the work and services required pursuant to the Request for Bid. The questionnaire must be filled out accurately and completely and submitted with the other parts of your proposal. Any errors, omissions or misrepresentation of the information may be considered as a basis for the rejection of the proposal and may be grounds for the cancellation of any agreement executed as a result of the Request for Bid.

Where space is not provided for an answer, or if your answer will not fit in the space provided, please attach additional sheets marked with the question they address (for example I.C.5).

When completed, this questionnaire and the responses contained within it or attached to it shall be considered to be a part of the Pupil Transportation Services Agreement. If you expect your firm's policies or practices to change from those it currently uses if your firm is awarded this contract, you must make explicit the policies and practices your firm will follow as it provides transportation services to the District.

I. DESCRIPTION OF BIDDER'S ORGANIZATION

A. Firm

Firm name: _____

Address: _____

Telephone number: _____

B. Type of Organization

Corporation (List officers and positions):

Other (please specify):

Where Incorporated: _____ Year of incorporation: _____

Subsidiary (Give name and address of parent corporation):

Is your firm publicly held?

If not, what private individuals or families own more than 20% of your firm, or who is the general partner(s), or who is the sole proprietor?

C. Nature of Operations

1. Is your firm currently engaged in providing home-to-school transportation services under contract with a school district, non-public school or county superintendent of schools?

Yes ☐

No ☐

Number of years: _____

2. List all applicable transportation permits (City, County, and State) under which you currently operate.

3. Are you currently, or have you ever, contracted to provide pupil transportation services for any school district, non-public school or county superintendent of schools in the state?

Yes ☐

No ☐

4. Are you currently or have you ever provided transportation services in this state for special education pupils?

Yes ☐

No ☐

Number of years: _____

Number of public school districts served in the State of California for Special Education: _____

5. For every education agency or non-public school in this state to which your firm currently provides or has provided within the last five years pupil transportation under contract, please provide name and location of the agency or non-public school and the name and phone number of a contact person, together with the following information:

a) Name of your firm's current terminal manager at the location and the manager's length of service at that location;

b) Types of transportation services your firm provides under the contract (e.g., general home-to-school, special education, field trips, other);

c) Number of buses utilized: _____;

d) Beginning and ending dates of the current contract;

e) If employees are covered under a collective bargaining agreement provide;

(1) Name of labor organization(s).

(2) Name and phone number of labor organization(s), President and/or Regional Business Managers.

II. DRIVER PERSONNEL

A. State the number of regular bus drivers you now have employed in California:

School: _____ Other: _____

B. How/where does your firm recruit drivers?

C. What methods do you use to screen and select drivers from among the applicants?

D. What information do you use and how do you gather it?

E. What criteria or standards do you use and for what reasons might you reject an applicant?

F. Do you require all terminal employees to be drug tested? If so, please elaborate on the testing procedures.

G. Do you check driver applicant references?

Yes ☐ No ☐

H. Do you use any objective qualification and driver testing procedures? If so, briefly describe the procedures or provide samples of your testing material.

I. What percentage of driver applicants eventually begin your training programs?

_____ %

J. What percentage of your driver applicants are hired directly as certified school bus drivers?

_____ %

K. Are the official driving records of all your applicant drivers evaluated during the selection process?

Yes ☐ No ☐

L. What is the current rate of annual turnover among drivers your firm employs?

_____ %

M. Do you have driver training programs as part of your current operational procedures?

Original (for persons with no school bus driving experience):

Yes ☐ No ☐

In-Service (continuing education and retraining for experienced school bus drivers:

Yes ☐ No ☐

N. Describe your current or proposed training program for driver applicants who have no experience driving school buses. Please describe the program components and content of your training program. If available, please provide the outline or course of study.

1. Length of program:

- a) Number of hours in classroom.
- b) Number of hours behind the wheel.

2. Describe the components of the program and the number of hours devoted to each component.

O. Do you evaluate applicants immediately before they are tested for certification?

Yes ☐ No ☐

P. Describe your In-Service driver training and retraining program. If available, please provide the outline or course of study.

1. How many training sessions are offered each semester at your typical terminal?

2. Are there any independent reviews of training quality conducted on your training program?

Yes ☐ No ☐

If so, please describe the reviews:

3. How do you identify those drivers for whom retraining will be required?

Q. If you currently have a driver training program, does the program include a section on transportation service for special education pupils?

Yes ☐

No ☐

(If available, please provide the outline or course of study.)

R. Describe your current or proposed driver motivation and discipline programs. How do the programs take into account, if at all: Safety, Absences, Tardiness, On-Time Route Performance, Unrestricted License, Tenure on the Job, and Complaints (those which can be verified and are deemed serious).

1. Do your motivation and discipline programs offer progressive rewards and penalties?

Yes ☐

No ☐

2. Can drivers participate in defining and developing standards, rewards and penalties?

Yes ☐

No ☐

3. What monetary rewards and penalties are offered or imposed?

4. What *non*-monetary rewards and penalties are offered or imposed?

III. SAFETY PROGRAM AND ACTIVITIES

A. If you have an established, continuing safety program, please describe the operation, contents and requirements of the program. Include the number of hours per year required per employee.

B. How often are safety meetings held? _____

C. Describe any established safety organization activities in which your organization or its key personnel participate.

D. What have been the chargeable School Bus Accident Rates for school buses operated by your firm in each of the three most recent Academic years?

1. Provide a description of how you define school bus accidents.

IV. PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR

A. Do you have a formal, scheduled preventive maintenance program for vehicle fleets which your firm manages?

Yes ☐

No ☐

B. Please provide samples of any checklists you use for each type of preventive maintenance program and please describe your methods of ensuring that each vehicle actually receives preventive maintenance within the scheduled interval.

C. Do you require any daily regular written reports from your drivers on the condition of their vehicles?

Yes ☐

No ☐

1. Briefly describe and provide a sample of these reports, including your daily bus checkout report form, and note their frequency.

D. Do you use any other methods of identifying defects in buses?

Yes ☐

No ☐

If so, please describe.

E. How do you ensure that serious safety related or potentially vehicle damaging defects are identified in a vehicle and that the vehicle is immediately removed from service until such defects are corrected?

1. How do you ensure that identified defects are generally corrected in a logical order and within a reasonable time?

F. Do you maintain and evaluate records of road failures?

Yes ☐

No ☐

1. If so, on average, how many road failures per month, per hundred buses, did your firm experience during the past year?

G. For what percentage of time were the buses that you maintained out of service for part or all of each day for inspection, maintenance, repair, or other reasons during the past year?

_____ %

H. Do you have a manpower or mechanic allotment schedule? (Number of buses per mechanic, etc.).

Yes ☐

No ☐

Briefly describe this schedule.

I. What qualification and experience requirements do you have for your mechanical personnel?

V. INSURANCE DATA

If requested, will you authorize your insurance carriers to furnish in writing your accident loss ratio and worker's compensation loss ratio for the past three years?

Yes ☐

No ☐

VI. FINANCIAL AND CREDIT DATA

A. Please submit credit references, including at least five trade or industry suppliers with whom you regularly do business.

B. Will you give cash discounts for timely payment of invoices? If so, please specify the terms offered.

Yes ☐

No ☐

Terms: _____

VII. IMPLEMENTATION PLAN

Please provide a plan and schedule for implementing the Pupil Transportation Services Agreement should your firm be selected as the successful bidder. Your schedule and plan may include:

- Inspection of vehicles, facility, and equipment;
- Acquisition of required vehicles;
- Occupation of terminal facility;
- Recruitment/relocation, if necessary, of management and supervisory personnel: Selection, any necessary training, and employment of drivers;
- Employee orientation, especially to District routes and schedules.

VIII. OTHER RELEVANT INFORMATION

A. How does your company measure customer satisfaction?

B. How does/will your company handle unemployment compensation during Christmas, spring break and summer time for drivers and other staff that are not used during these periods?

C. The District expects all bidder's staff to wear a simple uniform with an identification badge or insignia. How would you implement this requirement?

D. Do you have multi-lingual drivers available as regular staff members? What languages?

I, the undersigned, hereby certify that I am a representative of the below named firm, and am duly authorized to execute contracts on behalf of the firm. I further hereby certify that all of the information presented in answer to the questions contained in this Proposal/Questionnaire is complete and accurate to the best of my knowledge. I understand that if the Ontario-Montclair School District Board of Education awards a Contract for Pupil Transportation Services to my firm that the information and commitments made within this questionnaire will become an effective part of the Contract between the District and my firm.

Name of Firm

Signature of Authorized Agent

Printed Name of Authorized Agent

Title

Date

EQUAL OPPORTUNITY CERTIFICATION

(To be completed by all bidders)

To: Ontario-Montclair School District
950 West D Street
Ontario, CA 91762

Firm: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (_____) _____ FAX (_____) _____

Number of Employees _____

This firm is:

Independently Owned and Operated

An Affiliate of _____ Parent Company _____

A Subsidiary of _____ Address _____

A Division of _____

This is to certify that we are an Equal Opportunity Employer and have made a good faith effort to improve minority employment.

Signature _____

Title _____

Date _____

NONCOLLUSION DECLARATION TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

(Signature of Officer)

(Typed Name of Officer)

(Office)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

FAR Subpart 9.4—Debarment, Suspension, and Ineligibility

I am aware of and hereby certify that neither _____ nor
Name of Service Provider

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 Respondent/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 Respondent on the _____ day of _____ 20____ for the purposes of submission of this RFP.

By

Signature

Typed or Printed Name

Title

Date

**RECORD RETENTION REQUIREMENTS
FOR CONTRACTS PAID FOR
WITH FEDERAL FUNDS – 2
CFR § 200.333**

When federal funds are expended by Ontario-Montclair School District for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH THE
ENERGY POLICY AND
CONSERVATION ACT**

When federal funds are expended by Ontario-Montclair School District for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____Initials of Authorized Representative of Vendor

CRIMINAL RECORDS CHECK CERTIFICATION

Transportation Services – Field Trips & Additional Services Secondary Bid C-267-360

Certification of Compliance with California Education Code Section 45125.1

I hereby certify that all owners and employees of _____
 (“**CONSULTANT**”) who may come in contact with pupils and are required by California Education Code Section 45125.1 to submit or have their fingerprints submitted to the Department of Justice have now done so, that I have received and reviewed the report and that none of the foregoing have been convicted of a felony as defined in California Education Code Section 45122.1. The Ontario-Montclair School District is entitled to rely upon this representation. **CONSULTANT** hereby agrees to indemnify Ontario-Montclair School District for any and all claims, damages, suits and liability that arise out of, relate to or is associated with a failure of **CONSULTANT** to comply with California Education Code Section 45125.1 or with a failure to exercise reasonable care with respect to proper selection and/or supervision of **CONSULTANT’s** employees who may come in contact with pupils.

" CONSULTANT"

Signature

Printed Name

Title

Address

City, State, Zip

Telephone Number

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 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 employee 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. If Contractor is a corporation, this Certification shall be executed by either the chairman of the board, president, or vice president, and if a different individual, also by the secretary, chief financial officer, or assistant treasurer. See Section 4 of Information for Bidders Form for additional information.

[Signatures on next page]

(Proper Name of Contractor)

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 awarding body prior to performing any work under this contract.)

INSURANCE REQUIREMENTS

PRODUCT VENDOR: *Contractor Name*

Transportation Services – Field Trips & Additional Services Secondary Bid C-267-360

The following coverage noted on the left with an "X" are required (Certificate or Endorsement) with the Combined Single Limits (CSL) as noted on the right. Comparable split limits may be accepted.

CERTIFICATE/ENDORSEMENT	MINIMUM COMBINED SINGLE LIMITS		
<u> X </u> / <u> </u> Workers' Compensation		Insured -	Statutory
		Self-Insured -	<u>\$5,000,000</u>
<u> X </u> / <u> </u> Employer's Liability			<u>\$3,000,000</u>
() Broad Form All States Endorsement			
() Longshoremen's and Harbor Workers' Compensation Act Endorsement			
() _____			
<u> X </u> / <u> X </u> Comprehensive General Liability			<u>\$1,000,000</u>
(X) Premises and Operations	()	Explosion Hazard	
(X) Contractual Liability	()	Collapse Hazard	
(X) Independent Contractors	()	Underground Hazard	
(X) Products/Completed Operations	()	Garage keepers Legal Liab.	
(X) Broad Form Property Damage	()	Hangar keepers Legal Liab.	
(X) Personal Injury	(X)	Owned Automobiles	
(X) Broad Form Liability Endorsement	(X)	Non owned Automobiles	
() Fire Legal Liability	(X)	Hired Automobiles	
() Water craft Liability			
() Incidental Medical Malpractice	()	_____	
<u> X </u> / <u> X </u> Automobile Liability (if not included in General Liability coverage checked above)			\$ _____
<u> </u> / <u> </u> Aviation/Airport Liability (including appropriate General Liability coverage checked above)			\$ _____
<u> </u> / <u> </u> Professional Liability			\$ _____
<u> </u> / <u> </u> Property Insurance			\$ _____
() Extended Coverage	()	Debris Removal	
() Vandalism & Malicious Mischief	()	Sprinkler Leakage	
() Flood	()	All Risk	
() Earthquake \$ _____	()	Other	

ONTARIO-MONTCLAIR SCHOOL DISTRICT
Ontario, CA
TRANSPORTATION SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of September 2026, by and between the Ontario-Montclair School District, hereinafter referred to as the "District", and _____, hereinafter referred to as the "Contractor."

WITNESSETH:

The District and the Contractor, for the consideration hereinafter named, mutually agree as follows:

1. Scope of Contract. The Contractor shall operate and maintain one or more school buses and will provide safe transportation of pupils for all activity trips arranged under this Agreement.
2. Term of Contract. The initial term of the agreement shall be for 1 year with the option to extend on a year-by-year basis for a total not to exceed five years commencing the date of signing and the first year ending June 30, 2027 unless earlier terminated as provided for in this Agreement. This Agreement may be renewed only upon mutual agreement of the parties in writing for successive one-year periods.
3. Contract Documents. The complete contract documents consist of this Agreement, price schedule, workers' compensation certificate, certificate of insurance, performance bond (if required), and non-collusion affidavit, which are incorporated herein by reference. In the event of any conflict between terms of this Agreement and any other document comprising the contract documents, the terms of this Agreement shall govern.
4. Required Certifications.
 - A. The Contractor, its employees, and its agents shall secure and maintain valid permits, licenses, and certifications that are required by law for the execution of this Agreement.
 - B. During the terms of this Agreement, the Contractor shall obtain and maintain, at no cost to the District, comprehensive general liability and automobile insurance policies, including products/completed, operations, personal injury, broad form property damage, liquor liability, blanket contractual, owned, non-owned, and hired automobile liability coverage with a minimum combined single limit of Five Million Dollars (\$5,000,000.00) to protect the District and the Contractor, and their officers, agents, and employees from any claims for damages, personal injury, or death, and from damaged property, which may arise from the operation of the Contractor under this agreement. Liability insurance shall provide insurance for passengers from the time they are delivered into the Contractor's custody or the custody of its employees.
 - C. The Contractor shall at all times during the term of this Agreement maintain workers' compensation insurance including employer liability coverage in the amount not less than Five Hundred Thousand Dollars (\$500,000.00) for all employees engaged in work under this Agreement.
 - D. Each policy evidencing insurance required to be carried by the Contractor pursuant to paragraphs B and C above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California, and shall contain the following provisions and/or clauses: (a) a provision that such policy and coverage evidenced hereby shall be primary and that any coverage carried by the District shall be non-contributing with respect to any policies carried by the Contractor; (b) a provision including the District as an additional insured and loss payee; (c) a waiver

by the insurer or any right to subrogation against the District, its agents, employees, or representatives; and (d) a provision that the insurer will not cancel or change the coverage provided by such policy without first giving the District a minimum of thirty (30) calendar days prior written notice. The Contractor shall pay any additional insurance premiums, which may be required for inclusion of such provisions. Should any such policy of insurance be canceled or changed, the Contractor agrees to immediately provide the District with true and correct copies of all new or revised certificates of insurance.

5. Hold Harmless Agreement. The Contractor shall indemnify and hold the District, its GOVERNING BOARD, its OFFICERS, EMPLOYEES, and AGENTS harmless from every claim or demand which may be made by reason of any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor or of any person, firm, corporation, directly or indirectly employed by him upon or in connection with its performance under this Agreement.

In the event the District shall, without fault on its part, be made a party to any litigation commenced by or against the Contractor, then the Contractor shall indemnify, pay for the defense of, and hold harmless the District and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the Contractor's negligent or willful acts and/or omissions in rendering any services hereunder.

The Contractor shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning the Contractor or any employee and shall further indemnify, pay for the defense of, and hold harmless the District of and from any such payment or liability arising out of or in any manner connected with the Contractor's performance under this Agreement.

6. Applicable Rules and Regulations. While performing its obligations under this Agreement, the Contractor agrees to comply with and observe all the provisions of the California Vehicle Code, Department of Education, State of California, as well as all other applicable laws, rules, and regulations, both state and federal, and those prescribed by the Governing Board of the District or State Board of Education relating to the transportation of pupils and the use and operation of school buses, including bus evacuation instructions for those on board. (A copy of the completed bus evacuation instructions given prior to each departure will be provided to any requestor before or after the completion of any trip.)
7. Drivers' Qualifications. The bus drivers in the employ of the Contractor for service of the District shall meet all statutory and regulatory requirements relating to drivers' qualifications and responsibilities. The Contractor assumes sole responsibility for assuring its drivers' qualifications.
8. Fingerprinting. The Contractor will provide a written statement showing that all employees that will provide service to the District shall have been fingerprinted and such finger printing shall have been sent to the Department of Justice for review and comments that such employees have never been convicted of a felony.
9. Alcohol and Controlled Substances. The Contractor shall comply with the Code of Federal Regulations, title 49, Volume 4, Part 382, Subpart F, Section 382.601, which requires the Contractor to:
 - A. Adopt a policy on the misuse of alcohol and controlled substances.
 - B. Provide to each bus driver educational material that explains the requirements of Part 382 and the Contractor's policies and procedures with respect to meeting these requirements;
 - C. Obtain a certificate of receipt from each such driver evidencing that he or she has received a copy of

the foregoing material.

- D. Upon request of the District, the Contractor shall provide copies of all such certificates from the drivers who have been assigned by the Contractor to perform services under this Agreement.
10. Safety Program. The Contractor shall provide regular and continuous formal safety instructions for all operating personnel assigned to this contract, and shall observe all requirements of California state law governing the safe operation of school or SPAB bus equipment and training of personnel as it relates to the safety of students being transported pursuant to this Agreement.
11. Assignment and Subcontracting. The Contractor shall not assign, transfer, or subcontract any of its rights, burdens, duties, or obligations without the written consent of the District.
12. Independent Contractor. While engaged in carrying out and complying with the terms and conditions of this Agreement, the Contractor is an independent contractor, and not an OFFICER, AGENT, or EMPLOYEE of the District.
13. Field Trips and Other School-Sponsored Activities. The Contractor agrees to provide transportation services for field trips and other school-sponsored activities as may be authorized by the District. For field trips or other school sponsored activities, the District will contact the Contractor at least ten (10) calendar days prior to the scheduled activity. In the event that inadequate buses or drivers are available, or the District chooses to do so, the District may contact another transportation firm and request service.
14. Cancellation. The District shall have the option to cancel any scheduled field trip or other school-sponsored activity upon the District's notification to the Contractor at least two (2) hours prior to the time of the first scheduled pupil pickup. If cancelled at the pickup points, the District shall pay the Contractor for their driver's time and mileage to and from the District facility. If said notification is not given, the District agrees to pay the minimum not to exceed rate of \$80.00.
15. Contractor's Personnel. All personnel assigned to perform under this Agreement shall be subject to continuous approval by the District. The District reserves the right to request that any manager or employee of the Contractor, which the District has determined to have performed unsatisfactorily or in violation of the terms of this Agreement, be removed by the Contractor from performing services under this Agreement. The Contractor shall comply with such a removal request within one (1) week of receiving written notification from the District. In cases involving gross acts of negligence such as cursing, physically abusing children, or acts of refusal to perform their assigned duties in a satisfactory manner as requested by the Contractor's General Manager or the authorized agent of the District, the Contractor shall immediately remove such individual upon receipt of written notification from the District.
16. Record Keeping and Accident Reports.
- A. Contractor will be required to provide daily or other operational records deemed necessary by the District. As required by Government Code Section 8546.7 or amendments thereto, all books, records, and files of the Contractor and the District connected with the performance of this Agreement shall be subject to the examination and audit of the state auditor of the State of California at the request of the District or as part of any audit of the District, for a period of three (3) years after final payment is made under this Agreement. The Contractor shall preserve and cause to be preserved such books, records, and files for the audit period.
- C. All reportable accidents (as defined by law) involving the Contractor's personnel while operating for the District shall be reported to the District.

17. Schedule of Fees. In consideration of the performance on the part of the Contractor of the terms of this Agreement, the District agrees to pay the Contractor the following sums for pupil transportation for all activity trips.

SEE ATTACHMENT A FOR SCHEDULE OF FEES

- Rates do not include parking fees, road tolls, entry fees, or like items. Transfers/one-way trips, drop and returns, and multiple day trips will be quoted on an individual basis.
18. Adjustment of Rates. The rates established in the schedule of fees set forth in Section 17 above shall be subject to adjustment once each year. This adjustment will be as mutually agreed upon by both parties in writing, with the Contractor submitting their proposal to the District no later than May 1st of each year. The effective date of this adjustment will be July 1st of each year.
19. Termination of Agreement. This Agreement may be terminated at any time, by either party, by giving the other party thirty (30) days written notice of such action. Such notice shall be sent by registered mail, postage prepaid, addressed to the District's representative (the Director of Transportation of the Ontario-Montclair School District) or the Contractor as appropriate.
20. 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, the parties may exercise any right either may have at law or in equity.
21. Entire Agreement. The complete contract as set forth in this Agreement constitutes the entire Agreement between the parties. No other agreements, oral or written, pertaining to the work to be performed under this contract, can be modified. Any modification to this Agreement must be in writing, signed by both parties, and approved by the Governing Board.
22. General Provisions.
- A. This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by the Contractor and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.
 - B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
 - C. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
 - D. Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of the District, the Contractor, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor General of the State of California, at the request of the District or as a part of any audit of the District, for a period of three (3) years after final payment is made under this Agreement. The Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

E. Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

District
Ontario-Montclair School District

Contractor
Transportation Service Provider

By: _____
Phil Hillman
Chief Business Official
Administrative Services

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Approved by the Governing Board:

Date: _____

END OF TRANSPORTATION SERVICE AGREEMENT