



ROWLAND UNIFIED SCHOOL DISTRICT  
1830 S. NOGALES STREET  
ROWLAND HEIGHTS, CA 91748

## ADDENDUM 2

STUDENT CHARTER BUS AND SHUTTLE  
TRANSPORTATION SERVICES  
BID DUE NO LATER THAN MAY 25, 2017 AT 2:00 P.M.

MAY 17, 2017

TO ALL PROSPECTIVE BIDDERS:

Note: *The following Addendum shall become part of the contract documents and the bidder shall provide for all work as required by this Addendum. Acknowledge receipt of the Addendum on the Bid Proposal Form.*

### Specifications/Clarifications:

1. Question: On page 33, the bid is asking companies to provide their drivers information, including confidential information like their driver's license number. Can this request for information be adjusted to remove the need to provide the driver's license number?

Answer: Yes, the column requesting the driver's license number will be removed. The remaining information requested on page 33 will be required.

2. Question: On the Bid Forms, the school bus category sites seating capacities of 74-84/91. There are a number of school buses with less than a capacity of 74 and the 91 passenger bus has not been produced since 1991. How do you want us to fill this section out?

Answer: School Bus capacity is modified to read 70 plus.

Delete Page 1 Table of Contents and replace with attached Page 1 Table of Contents.

Delete Pages 14-17 and replace with attached Pages 14-17.

3. Question: Ventura and Orange Counties are listed together on the Bid Form and both are large counties that span a great area. Can these be separated to be rates for each?

Answer: No changes will be made, please do your best to utilize the current format.

4. Question: The insurance limits. Everything is industry standard, except for the \$5mil Auto liability. Will my bid be considered unacceptable?

Answer: The bid will be considered unacceptable if the insurance requirements as required by the Rowland Unified School District on Pages 8 and 33 "Insurance" are not met. See also Paragraph 12 "Insurance" on Pages 8-9 of form of Agreement (attached).

5. INFORMATION FOR BIDDERS: Delete the second paragraph of Paragraph 6 on Page 3 and replace with:

"The District intends to award one of more contracts for the following 6 categories of services: 70+ Passenger School Busses Services, 28-42 Passenger Coach Busses Services, 47-56 Passenger Coach Busses Services, 57+ Passenger Coach Busses Services, 1-9 Passenger Van Shuttle Services and 1-4 Passenger Car Shuttle Services."

6. New due date for RFIs is May 19, 2017. Bidder is instructed to contact Rosana McLeod, Director of Purchasing, Rowland Unified School District to **request an interpretation** or correction thereof no later than **2:00 p.m. on May 19, 2017**, via e-mail only at [rmcleod@rowlandschools.org](mailto:rmcleod@rowlandschools.org).
7. See attached form of Agreement for Student Charter Bus and Shuttle Transportation Services which successful bidders will be required to sign.

*Rosana McLeod*

Director of Purchasing

cc: Jim Burlison, Director of Transportation



**BID NO. 2016/17:R10  
STUDENT CHARTER BUS AND SHUTTLE TRANSPORTATION SERVICES**

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(Also see insurance requirements in Contract Specifications Section of these bid documents.)

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All forms marked with an asterisk (\*) shown above must be completed and returned by interested bidders prior to the bid deadline which is **not later than 2:00 p.m. on Thursday, May 25, 2017.**

A mandatory bidder’s conference will be held on Thursday, **May 4, 2017, at 1:00 p.m.** and on Thursday, **May 18, 2017 at 1:00 p.m.** for the purpose of acquainting prospective bidders with the bid documents and bid requirements. Bidders are required to attend only one of the mandatory bidder’s conferences.

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, bidder is instructed to contact Rosana McLeod, Director of Purchasing, Rowland Unified School District to **request an interpretation** or correction thereof no later than **2:00 p.m. on May 19, 2017**, by e-mail only at [rmcleod@rowlandschools.org](mailto:rmcleod@rowlandschools.org)









**ROWLAND UNIFIED SCHOOL DISTRICT**

**Agreement for Student Charter Bus and Shuttle Transportation Services**

**THIS AGREEMENT** is dated June 6, 2017 for reference purposes only and is entered into by and between the Rowland Unified School District, hereinafter called the “District,” and [REDACTED], hereinafter called the “Contractor.” District and Contractor may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. **TRANSPORTATION SERVICE**

The Contractor shall furnish to the District Student Charter Bus and Shuttle Transportation Services as set forth in the attached **Attachment A** (“Services”), the terms and conditions of which are incorporated herein by this reference. Contractor warrants that it is trained, licensed, experienced, and competent to perform the Services required by the District.

2. **TERM OF AGREEMENT**

The term of this Agreement shall be for a period of one (1) year commencing on July 1, 2017.

**Options to Extend the Agreement:** The District reserves the right to extend the term of this Agreement for up to four (4) subsequent one (1) year periods beginning the day after the end of the initial term by mutual agreement of the Parties. In addition, the District reserves the right to further extend the term of this Agreement to the fullest extent allowed by law. Factors that will influence the District in exercising this option will be satisfactory service being rendered by the Contractor and that any increase in price requested for the extension be a nominal amount and not excessive as measured by local market conditions. A price increase request shall be fully justified by the Contractor and proved by submission of economic data from independent sources.



**Extension Rates:** The rates shall be subject to adjustment upward or downward once each year commencing with the beginning of the next year of the extended term of the Agreement, if any. The Contractor must notify the District in writing of any desired price changes for the upcoming extension period no less than sixty (60) calendar days prior to the end of the then current term of the Agreement. The District reserves the right to reject proposed price changes and not extend the term of the Agreement, if it is determined to be in the best interest of the District to do so.

If the term of the Agreement is extended and a price increase is agreed upon, the appropriate pricing will be determined based on the trip booking date (not trip date). Trips booked prior to the end of the then current term of the Agreement will be at the rate in effect for that term, even if the trip will be taken in the next extended term of the Agreement.

3. **EQUIPMENT/PERSONNEL REQUIREMENTS**

All equipment shall comply with all of the relevant provisions of the California Vehicle Code, Education Code, and Regulations of the State Department of Education and California State Board of Education, including but not limited to applicable “Regulations and Laws Relating to Pupil Transportation in California” as published by the State Department of Education. All equipment shall be maintained in safe and good operating condition. The Contractor shall own or lease the equipment that will be provided to transport students. All drivers must be employees (not subcontractors) of the Contractor. Under no circumstances shall the Contractor subcontract any portion of the Services provided under this Agreement.

**Inspection of Contractor’s Facility:** The District reserves the right to visit the Contractor’s properties and inspect driver records, vehicle records, and vehicle shop at any time during the term of this Agreement.

**Suspension By District:** The District’s Director of Transportation reserves the right to suspend this Agreement in the event the Contractor experiences excessive equipment failure and/or breakdowns, excessive trip refusals, or immediately if any certifications required under this Agreement or by law are expired or non-existent.

**Charter Bus Equipment/Drivers:**

**School Pupil Activity Bus and Driver Regulations (SPAB):** All drivers are to be fully certified school bus or SPAB operators with the necessary license and credentials, whether or not passengers are students or adults on school or District related activities utilizing either public or private funds. The District retains the right to inspect both driver and buses/vehicles to ensure these requirements are met before leaving on any scheduled trip/route.

All buses used by Contractor must be certified school or SPAB buses. All school buses must be manufactured after April 1, 1987.

Within five (5) business days of Notice of Award of this Agreement to the Contractor, the Contractor shall submit a list of all SPAB certified buses in its fleet (including bus number, VIN, license, year, model, capacity, and last inspection date by CHP on each bus), and a complete list of all SPAB drivers (including name, CDL number, expiration date, medical expiration date and length of employment). The Contractor shall update these lists quarterly and provide them to the District's Transportation Department. The Contractor shall notify the District in writing within ten (10) days of any additions or deletions of equipment or drivers.

Contractor shall maintain a satisfactory Motor Carrier rating with the California Highway Patrol. Failure to maintain this rating shall be justification for immediate suspension of this Agreement until such time as the rating is reinstated or achieved.

The preceding paragraph does not apply to motor vehicles subject to and meeting all of the requirements of the Public Utilities Commission, operated by carriers operating under the jurisdiction of the Public Utilities Commission as provided in Education Code section 39830.

**Shuttle Service Equipment/Drivers:** All drivers must maintain a valid California Driver's License, TB test, drug test, DOJ/FBI Fingerprinting background check and First Aid certification.

Within five (5) business days of Notice of Award of this Agreement to the Contractor, the Contractor shall submit a list of all vehicles in its fleet (including VIN, license, year, model, and capacity), and a complete list of all drivers (including name, CDL number, expiration date, medical expiration date and length of employment). The Contractor shall update these lists quarterly and provide them to the District's Transportation Department. The Contractor shall notify the District in writing within ten (10) days of any additions or deletions of equipment or drivers.

4. **COMPENSATION FOR SERVICES**

The Contractor shall furnish the Services under this Agreement in exchange for payment of the amounts set forth in **Attachment A**, which amounts may be subject to increase or decrease pursuant to the provisions of paragraph 2 herein. Payment for the Services shall be made in accordance with the terms and conditions set forth herein. Hourly charges for overages will be billed and paid at quarter hour increments based on actual overages.

**Pass Through Fees:** Charter Service - Parking fees, entrance fees, tolls, hotel fees, aides (as determined necessary by District Transportation Department staff) and any additional time added to the pre-trip itinerary if approved or ordered by the trip chaperon, shall be expenses of the District and will be payable to the Contractor with no mark-up or multiplier. Shuttle Service – Parking fees, entrance fees, tolls, or aides (as determined necessary by District Transportation Department staff) shall be expenses of the District and will be payable to the Contractor with no mark-up or multiplier. Contractor must prepay and add these expenses to the trip invoice.

If the Contractor is required to book a driver's room for Charter Bus Service, it shall be a single room at a reasonable rate. Lodging shall be at the same location trip participants are using if available. If the cost of the room is to be more than the student participation rate for said trip, prior approval must be granted by the Director of Transportation.

Driver's meals shall be the responsibility of the Contractor. In the event of unknown conditions (drivers exceeding itinerary), the District will reimburse the Contractor at a rate not to exceed the following: Breakfast - \$5.00, Lunch - \$8.00, and Dinner - \$15.00.

**Charter Bus Service Cancellations:** A charge of fifty percent (50%) of the contracted trip price will apply if a trip is cancelled within four (4) hours prior to the trip departure. A charge of twenty-five percent (25%) of the contracted trip price will apply if a trip is cancelled within forty-eight (48) hours prior to the scheduled trip departure. No charge will apply if a trip is cancelled more than forty-eight (48) hours prior to the scheduled trip departure.

**Shuttle Service Charges:** Shuttle service charge shall be based on the distance from student pickup point to student drop off point.

**Shuttle Routes and Combination of Riders:** Shuttle routes and combination of riders will be subject to the District's approval. If riders are combined on routes, only actual miles in route will determine trip price.

**Shuttle Service Cancellations:** Shuttle service trips cancelled one (1) hour or more prior to pick up time will not be charged. Trips cancelled within one (1) hour of scheduled pick up time may be charged at the usual rate.

**Attendants/Aides:** The District may have a need to require that an attendant/aide accompany a student or students. In some cases, the Contractor may be required to provide the attendant/aide. The cost will be a responsibility of the District, and the District will decide if the Contractor or District will provide the attendant/aide on a per case and availability basis. Attendants/aides must meet the approval of the District.

**Invoice/Billing/Trip Sheet:** The District will pay Invoices only through the following procedures. Invoices are to be submitted no later than the 10<sup>th</sup> working day following the previous calendar month of service. If the Invoice is late, for whatever reason, a two percent (2%) charge of the total Invoice amount will be assessed to the Contractor commencing on the 11<sup>th</sup> working day following the previous calendar month of service and for each month thereafter until the Invoice is received (not to exceed 20% of Invoice) and that amount shall be deducted from the amount otherwise due under the Invoice.

For Charter Bus Service, a copy of the Contractor's standard trip document must be filled out upon completion of the trip by the driver and the trip chaperon. The Contractor shall send this copy to the Purchasing Department, Rowland Unified School District, 1830 S. Nogales St., Rowland Heights, CA 91748. There will be no exceptions to this procedure; non-compliance that causes delay in payment of an Invoice shall subject the Contractor to deduction from the Invoice of the late charge set forth herein.

5. **AUTHORIZED ORDER PROCESS**

The District may request transportation services verbally or in writing. Written orders must be acknowledged by the Contractor within 24 hours from the date of the order on the Contractor's standard order confirmation form. Verbal orders must be acknowledged within 8 hours and emergency situation within the hour.

**ONLY ORDERS PLACED BY THE TRANSPORTATION DEPARTMENT WILL BE ACKNOWLEDGED AND AUTHORIZED BY THE DISTRICT.**

6. **CONTRACTOR REFUSAL TO PROVIDE SERVICE**

If Contractor accepts a trip request from the District and later informs the District it cannot provide the trip, the Contractor shall pay the District the difference between its contract price and the price actually paid by the District to the replacement Contractor for the Service provided by the replacement Contractor.

7. **MULTIPLE BUS TRAVEL**

The District requires that all buses travel together whether they are the same or different carriers if trips consist of more than one bus unless directed otherwise by the trip chaperon.

8. **BUS TO BUS COMMUNICATION**

The District requires bus to bus communication and emergency communication. Cellular phones, while not required, are preferred.

9. **CHARTER BUS DRIVER RESPONSIBILITIES**

The trip chaperon and the bus driver must work in unison on any bus trip. However, when a safety or driving-related issue is concerned, the bus driver has the final authority and ultimate responsibility.

The driver will arrive at the pickup point a minimum of ten (10) minutes prior to the scheduled departure time for the loading of equipment. Pickup and discharge of students shall be made at designated points only.

Upon arrival at the trip destination, the driver will keep the trip chaperon informed as to the location of the bus and unless excused by the trip chaperon, will remain in the immediate area of the bus.

A school bus shall not be put into motion until all passengers are seated (CCR 1217E). All passengers must remain seated while the bus is in motion. Only the trip chaperon may stand or walk while the bus is in motion to supervise students. The trip chaperon must coordinate his or her movements on the bus with the driver to ensure his/her safety.

Driver may be required to assist in the loading or unloading of luggage as required by the group.

Prior to departing on any trip, the driver will review weather conditions for the proposed route. If weather conditions are deemed to be unsafe, trips will be reviewed and if needed, delayed until such time conditions improve. Trips may be cancelled due to these conditions.

In the event that a driver encounters reduced visibility during a trip which in his or her opinion causes it to be unsafe, the driver has the responsibility to pull the vehicle over in a safe location and wait until conditions improve. Drivers shall notify, or cause to be notified, the District Transportation Department of the delay as soon as possible. This will allow the District to notify the affected school sites or parents of the delay.

Safety instruction is to be given to all pupils regardless of grade level prior to departure on each school activity trip. The instruction must include the location of emergency exits and location and use of emergency equipment. The driver of the trip must provide the District with signed proof on the trip sheet or card certifying that he/she has given the safety instruction to the group, prior to departure of the trip.

10. **ACCIDENT PROCEDURES**

In case of accident, it shall be the responsibility of the Contractor to first notify the California Highway Patrol and second, notify the District's Transportation Department. Within twenty-four (24) hours after the accident, the Contractor shall furnish a written report of the accident to the District's Transportation Department.

11. **FINGERPRINTING REQUIREMENTS**

The District has determined under Education Code section 45125.1(a) that in performing Services pursuant to this Agreement, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1(a), Contractor shall require its employees who will provide Services pursuant to this Agreement to submit their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform Services that may come in contact with pupils under this Agreement until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Pursuant to Education Code section 45125.1(g), Contractor shall certify in writing to the Board of Education of the District, to the attention of the District's Director of Purchasing, 1830 S. Nogales St., Rowland Heights, CA 91748, that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony as defined in Education Code section 45122.1. Contractor will provide a listing of employees who may come in contact with pupils.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45122.1, including but not limited to, the requirement prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122.1.

Fingerprints will not have to be redone for SPAB drivers as fingerprints have been submitted through DMV. Contractor shall still have to certify in writing that all employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

## 12. **INSURANCE**

Contractor will insure jointly the liability of said Contractor and that of the District's Board for damages to property or injury to persons, including death, by an insurance company authorized by law to transact the business of insurance in the State of California, such insurance to be maintained in the following minimum limits on each vehicle used by the Contractor in operations under this Agreement:

**Liability Insurance:** Contractor must carry a comprehensive general liability insurance policy with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage which may arise out of this Agreement in a form mutually acceptable to both Parties to protect Contractor and District against liability or claims of liability to be in effect during the term of this Agreement. If a form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the District, or the general aggregate shall be twice the occurrence. The policy shall provide coverage for sexual abuse allegations.

Contractor agrees to name District and its officers, agents, employees, and representatives as additional insured under said policy and to provide an endorsement to this policy evidencing such. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

Contractor will also provide automobile liability insurance with limits of Five Million Dollars (\$5,000,000.00) per occurrence combined single limit for bodily injury and property damage. All policy periods shall be continuous through the term of the Agreement and shall be valid and non-restrictive for interstate travel.

**Worker's Compensation Insurance:** Contractor agrees to procure and maintain in full force and affect Worker's Compensation Insurance covering its employees and agents adequate to protect them from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death, and damage to property, which may arise from Contractor's operations and Services under this Agreement while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.

Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage within ten (10) days of award notification.

13. **HOLD HARMLESS AGREEMENT**

Contractor agrees to and does hereby indemnify, hold harmless and defend the District and 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 person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property, caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

14. **TERMINATION**

**Without Cause by District:** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered up to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

**With Cause by District:** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

(a) material violation of this Agreement by the Contractor; or

(b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or

(c) Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15. **INDEPENDENT CONTRACTOR**

Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

16. **NO ASSIGNMENT**

The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

17. **AUDIT**

Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the term of this Agreement, as may be extended, and for three (3) years thereafter. Contractor shall permit the District, its agents, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any

time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **LIMITATION OF DISTRICT LIABILITY**

Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

19. **DISPUTES**

In the event of a dispute between the Parties as to performance of this Agreement, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop providing Services hereunder.

20. **CONFIDENTIALITY**

The Contractor and all Contractor's agents, personnel, and employees shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the expiration or termination of this Agreement.

21. **INTEGRATION/ENTIRE AGREEMENT OF PARTIES**

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

22. **CALIFORNIA LAW**

This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

23. **WAIVER**

The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

24. **SEVERABILITY**

If any provision of this Agreement shall be determined to be invalid, void or illegal, such provision shall be severable from the rest of this Agreement. The remainder of this Agreement shall be given full force and effect insofar as such is practicable.

**IN WITNESS WHEREOF**, each of the Parties hereto has executed this Agreement as of the date set forth next to their respective signatures.

**NAME OF CONTRACTOR**

**ROWLAND UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Alejandro Flores

Title: \_\_\_\_\_

Asst. Supt. Administrative Services

Date: June \_\_\_\_, 2017

Date: June \_\_\_\_, 2017

**Date of Board Authorization: June 6, 2017**

**Attachment A**

**Student Charter Bus and Shuttle Transportation**

