

AGREEMENT FOR STUDENT TRANSPORTATION SERVICES

This Agreement for Student Transportation Services ("Agreement") is made and entered into this as of the ___ day of _____, 20___, by and between the Contra Costa County Office of Education ("CCCOE") and _____ ("Contractor") (collectively, "Parties").

1. **Scope of Services.** Contractor shall provide special education school-to-home and special education field trip, and/or alternative transportation services for CCCOE, as further described in **Exhibit A**, attached hereto and incorporated herein ("Services").

2. **Term.** The term of service under this Agreement shall commence on July 1, 2026, and shall continue for five (5) years, through June 30, 2031, at which point the Agreement shall terminate unless renewed by CCCOE subject to the terms of this Agreement. CCCOE may, at its option, renew the Agreement for a renewal term of one (1) to five (5) years, by providing written notice to Contractor at least sixty (60) days prior to the expiration of the initial term. After the expiration of the renewal term, if any, the Agreement shall terminate.

3. **Contract Documents.** This Agreement incorporates by reference the following Contract Documents attached hereto. Contractor, by executing this Agreement, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

- | | |
|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Notice Calling for Bids | <input checked="" type="checkbox"/> Drug Free Workplace Certification |
| <input checked="" type="checkbox"/> Instructions to Bidders | <input checked="" type="checkbox"/> Tuberculosis Clearance Certification |
| <input checked="" type="checkbox"/> Bid Responses/Questionnaire | <input checked="" type="checkbox"/> Driver Qualification Certification |
| <input checked="" type="checkbox"/> Non-Collusion Declaration | <input checked="" type="checkbox"/> Performance Bond |
| <input checked="" type="checkbox"/> Iran Contracting Act Certification | <input checked="" type="checkbox"/> Insurance Certificates and Endorsements |
| <input checked="" type="checkbox"/> Russia Sanctions Compliance Certification | <input checked="" type="checkbox"/> Exhibit A (Scope of Services) |
| <input checked="" type="checkbox"/> Bid Bond | <input checked="" type="checkbox"/> Exhibit B (Bid Forms) |
| <input checked="" type="checkbox"/> Workers' Compensation Certification | <input checked="" type="checkbox"/> Exhibit C (Liquidated Damages Schedule) |
| <input checked="" type="checkbox"/> Criminal Background Investigation / Fingerprinting Certification | |

4. **Compensation.** CCCOE agrees to pay Contractor for services rendered pursuant to this Agreement according to the rates and payment terms set forth at **Exhibit B**. CCCOE shall not be liable to Contractor for any costs or expenses incurred by Contractor in performing services pursuant to this Agreement.

4.1. After the first full year of service, the rates set forth at **Exhibit B** shall be adjusted annually based on the annual percentage change in the U.S. Consumer Price Index for the San Francisco Area or five percent (5%), whichever is less. The adjustment shall be calculated based on the percentage change from July 1 to June 30 of each contract year. Contractor shall not be entitled to, and waives and releases any request for, any rate increases other than the annual increases authorized under this section.

5. **Payment.** Payment shall be made of all undisputed amounts in installment payments within thirty (30) days after Contractor submits the "Monthly Schedule Billing Summary" to

CCCOE for services actually performed. The format and requirements of the Monthly Schedule Billing Summary will be determined jointly between CCCOE and Contractor prior to the first invoice.

- 5.1. Contractor shall timely submit complete and accurate invoices. Contractor shall submit each invoice monthly, but in no event later than ninety (90) days after the Services covered by such invoice were performed. Any invoice submitted after this deadline shall be deemed waived and shall not be payable by the CCCOE.
- 5.2. Contractor's invoices shall clearly delineate between Base Rate charges and Excess Hours charges, based on the rates set forth in **Exhibit B**. Contractor's invoices shall include supporting documentation for all Excess Hours charges. If Contractor utilizes an integrated system, Contractor's supporting documentation shall include time-stamped reports reflecting the date and time the Excess Hours were performed. Any Excess Hours charges not properly supported as required by this Section shall not be payable.
- 5.3. CCCOE has the right to withhold payment when, in the reasonable opinion of CCCOE, the following has occurred and has not been cured within seven (7) days of written notification:
 - 5.3.1. Contractor's performance of the Services, in whole or in part, has not been carried out or is insufficiently documented.
 - 5.3.2. Contractor has neglected to, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

6. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

7. **Schedule Changes.** CCCOE and its member districts reserve the right to increase or decrease the number of school days, change school hours, adjust starting times, increase or decrease service and to make periodic increases or decreases in the number and type of vehicles required. CCCOE will endeavor to notify Contractor of schedule changes, including school closures, at least ten (10) hours prior to the impacted route/schedule. This Contract does not guarantee Contractor a volume of routes or service. Contractor shall only receive compensation for services rendered.

8. **Liquidated Damages.** Contractor agrees that if the Services are not timely provided as specified herein it is understood, acknowledged, and agreed that CCCOE will suffer damage which is not capable of being calculated. Contractor shall pay to CCCOE, as fixed and liquidated damages for these incalculable damages, the amounts as set forth in **Exhibit C**. If the liquidated damages are not paid, CCCOE may, in addition to its other remedies, deduct the same from any money due or to become due to Contractor under this Agreement. In the event that the Agreement is terminated due to Contractor's default, any damages resulting from said default may be recovered in addition thereto.

9. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor represents and warrants that: (A) Contractor is free from the control and direction of CCCOE in connection with the performance of the Services, both under the Agreement and in fact; (B) Contractor's Services are outside

the usual course of CCCOE's business; and (C) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of CCCOE, and are not entitled to benefits of any kind or nature normally provided employees of CCCOE and/or to which CCCOE's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' 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. By checking the applicable box below, Contractor hereby represents and warrants to CCCOE the following:

- Contractor is and shall be a resident of the State of California or is otherwise exempt from withholding. To the extent an exemption is sought, Contractor will provide CCCOE with appropriate evidence including, without limitation, FTB Form 590. Contractor shall still be responsible for payment of all state and federal taxes.
- Contractor is not a resident of the State of California or otherwise not exempt from withholding, and Contractor authorizes CCCOE to withhold from all payments made to Contractor under this Agreement all taxes required to be withheld by law. (See, e.g., California Revenue & Taxation Code section 18661 et seq.)

10. **Subcontracting.** Contractor may use the Services of subcontractors for the performance of this Agreement; however, in so doing, Contractor shall remain responsible for the overall performance of this Agreement. In subcontracting, Contractor shall not thereby be relieved from any liability or obligation under this Agreement and, as between the CCCOE and Contractor, Contractor shall be responsible for the acts, defaults, and omissions of any of Contractor's subcontractors or such subcontractors' agents or employees as fully as if they were the acts, defaults, or omissions of Contractor. Contractor shall ensure that its subcontractors comply with all of the terms of this Agreement. All references herein to duties and obligations of Contractor shall be deemed to pertain also to all Contractor's subcontractors to the extent applicable to the subcontracted portion of the Agreement. Upon request, Contractor shall provide to the CCCOE a list of all subcontractors. In no event shall Contractor subcontract or delegate the majority of, or the whole of, this Agreement without the prior written consent of the CCCOE. Nothing contained in this Section shall create any contractual relationship between any of Contractor's subcontractors and the CCCOE. No Party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other Party to this Agreement, and violation of this provision shall confer no rights on any Party and shall be void.

11. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

12. **Performance of Services.**

- 12.1. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of CCCOE. Contractor's services will be performed

in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts. Contractor shall be responsible for performing the services under this Agreement in a safe, skillful, professional manner. All services shall be performed at Contractor's risk.

12.2. **Meetings.** Contractor and CCCOE agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of Services, and any other issues deemed relevant to the operation of Contractor's performance of Services.

12.3. **CCCOE Approval.** The Services completed herein must meet the approval of CCCOE and shall be subject to CCCOE's general right of inspection and supervision to secure the satisfactory completion thereof.

13. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from CCCOE and its member districts the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Emergency Plan.** Subsequent to the award of this Agreement, Contractor and CCCOE shall collaborate in the development of a written plan that addresses transportation emergencies. Contractor shall implement protocols outlined in the plan when emergencies arise. The costs associated with such emergencies may be submitted by CCCOE with documentation as an additional expense.

15. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.

16. **Confidentiality.** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Agreement and specifically includes all student, parent, and disciplinary information.

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 and for five (5) years thereafter. Contractor shall permit CCCOE, its agent, 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 CCCOE shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of CCCOE and all federal, state, and local laws, ordinances and regulations. Vehicle equipment and services covered by this Agreement must comply with all applicable laws, ordinances and other legal requirements, including but not limited to federal and California laws, rules and regulations governing the operation of transportation vehicles, the pertinent provisions of the California Vehicle Code, Administration Code, pertinent provisions of the California Highway Patrol and Motor Vehicles rules and regulations, and the policies and regulations of CCCOE and its member districts.

19. **Anti-Discrimination.** It is the policy of CCCOE and its member districts that in connection with all work performed under contracts that there is no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, , physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, gender, gender identity, gender expression, sexual orientation, or veteran or military status. Therefore, Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, Contractor agrees to require like compliance by all of its subcontractor(s).

20. **Certifications/Permits/Licenses.** Contractor shall secure and maintain in force such certifications, permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

21. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

CCCOE

Contractor

Contra Costa County Office of Education

[CONTRACTOR]

ATTN: Gloria Toledo, Fac. Operations Tech
77 Santa Barbara Road
Pleasant Hill, CA 94523

ATTN: [NAME]
[ADDRESS]

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

22. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless CCCOE, its member districts, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. CCCOE shall have the right to accept or reject any legal representation that Contractor proposes to defend CCCOE.

23. **Insurance.** Contractor shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to CCCOE which will protect Contractor and CCCOE from claims which may arise out of or result from Contractor's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any

of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- 23.1. General Liability: Ten million dollars (\$10,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- 23.2. Automobile Liability: Fifty million dollars (\$50,000,000) per accident for bodily injury (five million dollars (\$5,000,000) per person) and one million dollars (\$1,000,000) for property damage.
- 23.3. Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers' Liability limits of one million dollars (\$1,000,000) per accident for bodily injury or disease.
- 23.4. *There shall be no separate sub-limits lower than ten million dollars (\$10,000,000) for **sexual misconduct or molestation** related claims. If the policy contains such sub-limits, CONTRACTOR shall provide a separate policy with minimum limits of ten million dollars (\$10,000,000) covering such exposures.*
- 23.5. Each policy of insurance required above shall name CCCOE and its member school districts, and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by CCCOE or their member school districts is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to CCCOE prior to cancellation; and, shall waive all rights of subrogation. Contractor shall notify CCCOE in the event of material change in, or failure to renew, each policy. Prior to commencing work, Contractor shall deliver to CCCOE certificates of insurance as evidence of compliance with the requirements herein. In the event Contractor fails to secure or maintain any policy of insurance required hereby, CCCOE may, at its sole discretion, secure such policy of insurance in the name of and for the account of Contractor, and in such event shall reimburse CCCOE upon demand for cost thereof.

24. **Performance Bond.** Contractor shall not commence Services until it has provided to CCCOE, in a form acceptable to CCCOE, a Performance Bond, in an amount equivalent to one hundred percent (100%) of the estimated annual Contract value, which is Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00), issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to CCCOE.

25. **Force Majeure.** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to CCCOE, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.

26. **Termination.**

- 26.1. **Termination for Cause.** Should Contractor fail to comply with any of the terms or conditions set forth in this Agreement, or should the CCCOE determine that Contractor is in any other way unfit, unqualified, or unable to perform the Services under this Agreement, then the CCCOE shall have the right to terminate this Agreement by providing written notice of cancellation to Contractor, unless within three (3) days after service of such written notice of the condition or violation the Contractor shall correct the condition or violation and/or make satisfactory arrangements for the correction thereof. Contractor and its performance bond surety shall be liable for all damages caused to the CCCOE by reason of Contractor's failure to perform and complete the Agreement. Termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination.
- 26.2. **Termination for Convenience.** The CCCOE may, at any time, with or without reason, terminate this Agreement upon thirty (30) days written notice to Contractor and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by the CCCOE shall be sufficient to stop further performance of Services by Contractor.
- 26.3. **Partial Termination for Technology Services.** In addition to the CCCOE's termination rights above, the CCCOE may, at any time, with or without reason, terminate any technology service or technology license, in whole or in part, provided under this Agreement upon thirty (30) days written notice to Contractor, without terminating the remainder of this Agreement. In such event, the CCCOE will compensate Contractor for such technology services or technology licenses satisfactorily rendered to the date of termination. The CCCOE shall not be responsible for any early termination fees or penalties. Written notice by the CCCOE shall be sufficient to stop further performance of the terminated technology services or licenses by Contractor. Contractor shall continue providing all other services required under the Agreement.
27. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by mediation if mutually agreeable. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Contractor's right to bring a civil action against CCCOE. For purposes of those provisions, the running of the time within which a claim must be presented to CCCOE shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the Services.
28. **Other Contracts.** CCCOE retains the right to contract separately with other vendors for other transportation services.
29. **Limitation of CCCOE Liability.** CCCOE'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 CCCOE 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.

30. **Assignment of Contract:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of CCCOE.

31. **Binding Contract.** This Agreement shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

32. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

33. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

34. **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 Contra Costa County, California.

35. **Attorney Fees and Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

36. **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.

37. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

38. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

39. **Severability.** If any term, condition or 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 and effect, and shall not be affected, impaired or invalidated in any way.

40. **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. This Agreement is not valid until

approved/ratified by the governing board of CCCOE. Services shall not be rendered until Agreement is approved.

41. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

42. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

43. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

44. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Dated: _____, 2026

Dated: _____, 2026

Contra Costa County Office of Education

[Contractor]

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

EXHIBIT A
Scope of Services

To be attached.

EXHIBIT B
Contractor's Bid Forms

To be attached.

EXHIBIT C

Liquidated Damages Schedule

For the purpose of the Liquidated Damages Schedule, the daily bus rate shall be the anticipated rate for the day's services for the impacted bus or route based on Contractor's rate schedule (Exhibit B).

1. The CCCOE may assess liquidated damages of an amount equivalent to *one hundred percent (100%)* of the daily bus rate for each of the following deficiencies:
 - Missed route segments or runs – Route not run.
 - Illegal use of equipment (un-inspected equipment, unlicensed driver, uninsured equipment and seriously faulty equipment).
 - Unattended child left on bus.
 - Unauthorized and inappropriate discipline of student or students by driver.
 - Unreported accident with student on bus.
 - Failure to timely replace personnel disapproved of by the CCCOE.
2. The CCCOE may assess liquidated damages of an amount equivalent to *seventy-five percent (75%)* of the daily bus rate for each of the following deficiencies:
 - Late bus - Arriving at or departing from school fifteen (15) minutes or more late. (Circumstances must be within Contractor's control.)
 - Operating without an aide/monitor on the bus, when such aide/monitor is required.
 - Failure to meet assigned equipment size requirement for route.
 - Running out of fuel while on route.
3. The CCCOE may assess liquidated damages of an amount equivalent to *fifty percent (50%)* of the daily bus rate for each of the following deficiencies:
 - Driver operating without the use of a seat belt.
 - Failure to fasten a student's seat belt as required by IEP.
 - Intentional operation of an overloaded bus. (Overload equals greater number than manufacturer's capacity.)
 - Inoperable lift on Special Education bus. (Damaged prior to dispatch.)
 - Failure to use air conditioner as required or inoperable air conditioner. (Inoperable prior to dispatch.)
 - Inoperable video cameras or failure to record video (if used).

- Downtime or disruption of integrated fleet surveillance system longer than thirty (30) minutes during a route (if used).
4. The CCCOE may assess liquidated damages of an amount equivalent to *twenty-five percent (25%)* of the daily bus rate for each of the following deficiencies:
- Unauthorized deviations from route.
 - Unauthorized stop.
 - Inoperable radio on bus. (Damaged prior to dispatch or turned off by driver.)
 - Downtime or disruption of integrated fleet surveillance system longer than five (5) minutes up to thirty (30) minutes during a route (if used).
5. The CCCOE may assess liquidated damages of an amount equivalent to *ten percent (10%)* of the daily bus rate for each of the following deficiencies:
- Equipment age infraction.
 - Operating equipment without proper route number identification.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

(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 CCCOE prior to performing any Services under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the Contra Costa County Office of Education ("CCCOE") as follows:

That I am a representative of Contractor currently under contract with CCCOE; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the Contract (check which applies):

- Contractor, who is not a sole proprietorship, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its Subcontractors' employees who may come in contact with pupils during the course and scope of the Contract is attached hereto; and/or
- Contractor is a sole proprietorship and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with CCCOE's member districts' pupils in the course of providing services pursuant to the Contract, and hereby agrees to member district's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No service shall commence until such determination by DOJ has been made.

As an authorized CCCOE official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of CCCOE and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of CCCOE.

Date: _____
CCCOE Representative's Name and Title: _____
CCCOE Representative's Signature: _____

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with pupils regardless of whether they are designated as employees or acting as independent contractors of Contractor.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Contra Costa County Office of Education ("CCCOE") and _____ ("Contractor" or "Bidder") ("Contract").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

CCCOE is not a "state agency" as defined in the applicable section(s) of the Government Code, but CCCOE requires all contractors on CCCOE projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing 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. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if CCCOE determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TUBERCULOSIS CLEARANCE CERTIFICATION

The undersigned does hereby certify to the Contra Costa County Office of Education ("CCCOE") as follows:

I am a representative of _____ ("Contractor") currently entering into this Agreement with the CCCOE and I am familiar with the facts certified below, and am authorized and qualified to execute this certificate on behalf of the Contractor.

Contractor's responsibility for tuberculosis clearance extends to all of its employees, contractors, subcontractors, agents, and volunteers coming into contact with the CCCOE's pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the subject of the Agreement:

- Contractor ensures that any person providing any portion of the Services under the Agreement, within the past sixty (60) days, has submitted to a tuberculosis risk assessment, and if tuberculosis risk factors were identified, has been examined to determine that he or she is free of infectious tuberculosis by a licensed health care provider (i.e., physician, physician assistant, nurse practitioner, or registered nurse). Contractor shall ensure that any person providing any portion of the Services with no identified risk factors or who tests negative for the tuberculosis infection shall undergo the tuberculosis risk assessment and, if risk factors are identified, an examination, at least once every four (4) years or more often if directed by the CCCOE upon recommendation of the local health officer. Within sixty (60) days of the CCCOE's approval of the Agreement and upon subsequent request by the CCCOE, Contractor shall provide the CCCOE with a complete and accurate list of Contractor's employees, agents, and volunteers who may come in contact with the CCCOE's member school districts' pupils during the course and scope of the Agreement, indicating the date of each person's risk assessment and/or examination.

- Contractor's Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any property owned by the CCCOE or its member school districts and no Contractor employee, agent, or volunteer will come in contact with the CCCOE's member school districts' pupils. If the CCCOE certifies on the Criminal Background Investigation Certification that Contractor is exempt from the fingerprinting and criminal background investigation requirements of Education Code section 45125.1, the Contractor is also exempt from the tuberculosis clearance requirements.

Date: _____
Contractor: _____
Signature: _____
Print Name: _____
Title: _____

DRIVER QUALIFICATIONS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Contra Costa County Office of Education ("CCCOE") and _____ ("Contractor") ("Contract").

Senate Bill 88 (2023), operative on July 1, 2025, enacted Education Code section 39875 et seq., which requires that Contractor attest in writing that it has no applicable law violations at the time of entering into this Agreement with the CCCOE and will maintain compliance with applicable laws for the duration of the Agreement. Education Code section 39879 further requires that all of Contractor's drivers shall:

1. Hold a valid California driver's license for the appropriate class of vehicle.
2. Be at least 18 years of age.
3. Pass the requisite criminal background check and complete the requisite fingerprint clearance.
4. Have a satisfactory driving record, including:
 - a. Not have committed any violation that results in a conviction assigned a violation point count of two or more, as defined in Sections 12810 and 12810.5 of the Vehicle Code within the last three (3) years.
 - b. Not have had their driving privilege suspended, revoked, or on probation for any reason involving the unsafe operation of a motor vehicle within the last three (3) years.
 - c. Not have been determined by the Department of Motor Vehicles to be a negligent or incompetent operator.
5. Not have demonstrated irrational behavior to the extent that a reasonable and prudent person would have reasonable cause to believe that the driver's ability to perform the duties of a driver may be impaired.
6. Not have been convicted of an offense listed in Section 13370 of the Vehicle Code.
7. Provide their Contractor a report showing the driver's current public record as recorded by the Department of Motor Vehicles and participate in the Department of Motor Vehicles' pull-notice system.
8. Be subjected to and comply with drug and alcohol testing.
9. Complete a medical examination not more than two years prior to the driver performing pupil transportation. Driver shall complete a medical examination every two years after the initial examination.
10. Submit and clear a tuberculosis risk assessment.
11. Not drive for more than ten (10) hours within a work period, or after the end of the sixteenth (16th) hour after coming on duty following eight (8) consecutive hours off duty.
12. Complete initial and subsequent required training sufficient to gain proficiency in all of the following:

- a. Pretrip vehicle inspections;
 - b. Safe loading and unloading of passengers;
 - c. Proper use of seatbelts and child safety restraints;
 - d. Handling accidents, incidents, and emergency situations;
 - e. Providing proper accommodations for pupils with disabilities;
 - f. Defensive driving;
 - g. Operations in inclement weather; and
 - h. Operations at night or under impaired visibility conditions.
13. Maintain a daily log sheet and complete the daily pretrip inspection of the vehicle being driven that day. Inspection shall cover: a check of the operability of all lights, initialed by the driver before the vehicle is first driven in service that day; a check for fluid leaks, initialed by the driver before the vehicle is first driven in service that day; and a check for the operability of the brakes, initialed by the driver before the vehicle is first driven in service that day.
14. Complete, or hold a valid certificate of completion for, a first aid training program at least equivalent to the American Red Cross first aid training program.

I, the undersigned, on behalf of Contractor, attest that Contractor has no applicable law violations at the time of entering into this Agreement with the CCCOE and will maintain compliance with applicable laws for the duration of the Agreement. I further attest that all Contractor's drivers will be informed of, and remain compliant with, the requirements set out for drivers in Education Code section 39879 for the duration of the Agreement.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

PERFORMANCE BOND
(100% of Estimated Annual Contract Value)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Contra Costa County Office of Education ("CCCOE") and _____
_____ ("Principal") have entered into a contract for the
furnishing of all materials and labor, services and transportation, necessary, convenient, and
proper to perform the following contract:

Agreement for Student Transportation Services

("Contract"), which Contract is dated _____, 20____, and all of the
Contract Documents attached to or forming a part of the Contract, are hereby referred to and
made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the
faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____
_____ ("Surety")
are held and firmly bound unto the CCCOE in the penal sum of Three Million Five Hundred
Thousand and 00/100 Dollars (\$3,500,000.00), lawful money of the United States, for the
payment of which sum well and truly to be made we bind ourselves, our heirs, executors,
administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the services required to complete the Contract; and
- Pay to the CCCOE all damages the CCCOE incurs as a result of the Principal's
failure to perform all the services required to complete the Contract.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors,
administrators, successors, or assigns, shall in all things stand to and abide by, and well and
truly keep and perform the covenants, conditions, and agreements in the Contract and any
alteration thereof made as therein provided, on its part to be kept and performed at the time
and in the manner and intent and meaning thereof, including all contractual guarantees and
warranties, and shall indemnify and save harmless the CCCOE, its trustees, member districts,
officers and agents, as therein stipulated, then this obligation shall become null and void;
otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the CCCOE may reject any contractor or subcontractor proposed
by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not
utilize Principal in completing the Contract nor shall Surety accept a Bid from Principal for
completion of the Contract if the CCCOE declares the Principal to be in default and notifies
Surety of the CCCOE's objection to Principal's further participation in the completion of the
Contract.

The obligations of Surety hereunder shall continue so long as any obligation of Contractor
remains. Nothing herein shall limit the CCCOE's rights or Contractor or Surety's obligations
under the Contract, law or equity.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the services to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the services or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT