

**STOCKTON UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSALS
RFP #25.1301**

NOTICE IS HEREBY GIVEN that the Stockton Unified School District ("District"), acting by and through its Board of Education, will receive up to, but not later than **2:00 p.m. on April 30, 2025**, sealed written proposals for the award of contract for:

Transportation Software and Hardware Technology

RFP #25.1301

Sealed Proposals will be received until 2:00 p.m., April 30, 2025. Proposers shall submit their proposals at the District's Transportation Department Office, 2963 Sanguinetti Lane, Stockton, CA 95205, ATTN: Kathryn Baggese, Director, Transportation. Sealed Proposers shall be labeled: "Comprehensive Transportation Charter Service Program RFP No. 25.1301". Any proposal that is submitted after this time shall be non-responsive and returned to the proposer.

Each proposal must conform and be responsive to the requirements of the RFP, a copy of which is now on the District website, at <https://www.stocktonusd.net/Page/18676>

Proposers should direct questions in writing to the District's Transportation Department Office, 2963 Sanguinetti Lane, Stockton, CA 95205, ATTN: Rudy Valderrama, Transportation Manager (rvalderrama@stocktonusd.net) before April 18, 2025 at 2:00 p.m. Please reference "Transportation Software and Hardware Technology RFP #25.1301" in the subject line. Answers to questions and any addenda, as needed, will be posted on the District website on the date specified in the schedule, provided herein.

The District reserves the right to waive any informalities or irregularities in received submittals. The District also reserves the right to reject any or all submittals and to negotiate contract terms with one or more proposers for one or more work items. The District retains the sole discretion to determine issues of compliance and to determine whether a proposer is responsive, responsible, and qualified.

INFORMATION FOR PROPOSERS

A. BACKGROUND

The Stockton Unified School District ("District") serves over 35,000 students across 55 schools. The District is requesting proposals for transportation software and hardware technology, and associated installation, maintenance, and repair, for its buses that transport its students ("Project"). The District hopes to equip its buses with more accurate location tracking equipment, better student management software, and improved routing features.

B. SCOPE OF SERVICES

Respondent shall propose software and hardware solutions to add value, quality, and ease for those who use District's transportation services either directly or indirectly via a third-party provider. Respondents are encouraged to submit their proposals with a complete software/system solution to include any available options, equipment, modules or components, as applicable. Responses must include any additional licenses, add-ons, or other required software/hardware needed to operate solution and an itemized listing of all costs associated, to include up-front and recurring fees.

The desired scope of services is set forth in the Exhibit A (Contractor's Services) attached to the District's form of Agreement for Transportation Software and Hardware Technology, which is distributed with this RFP as **ATTACHMENT A**.

C. LENGTH OF CONTRACT

Depending on RFP submittals, Project timelines, and available funding, the anticipated length of this contract is for three (3)-year contract with two (2) options to extend for one-year periods.

D. SUBMITTAL REQUIREMENTS

Requirements for contents of submittals are:

1. The proposer shall submit one (1) paper bound original, one (1) unbound original, and one (1) electronic copy on permanent media in write protected PDF format of their response. (The District may reproduce additional copies as required.)
2. District will not accept any proposals or proposal modifications submitted by facsimile or electronic mail transmission.
3. Proposals shall be enclosed in a sealed envelope bearing the RFP name ("Transportation Software and Hardware Technology"), RFP number and the name of the proposer and submitted on or before the deadline indicated in the schedule to:

District's Transportation Department Office
2963 Sanguinetti Lane, Stockton, CA 95205
ATTN: Kathryn Baggesse, Director, Transportation

4. Proposals submitted in response to this RFP shall become the property of the District and be considered public documents under applicable state law.

5. Any proposer failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.
6. Proposers must comply with the following format requirements.
 - a. Material must be in 8-1/2 x 11 inch format. Bound submittals shall be provided in a white 3-ring, loose-leaf binder with the Vendor name and RFP # on both cover and spine, with divider tabs labeled with boldface headers of the Section Contents (e.g., first tab would be labeled "Transmittal/Cover Letter").
 - b. The unbound copy shall be marked "Copy for Reproduction" and shall be formatted with: (1) No divider sheets or tabs; (2) pages with proprietary information removed; and (3) a cover sheet listing the firm's name, the total number of pages, and identifying those pages that were removed due to proprietary information.
 - c. The electronic copy will only be accepted via flash drive or CD in either Microsoft Office Suite or PDF.

E. CONTENT REQUIREMENTS

The following table describes the required format and content for the vendor proposal. Proposals must contain all sections described below, in the order shown. Failure to adhere to the following may deem the proposal as non-responsive and eliminate the proposal from further consideration.

1. TRANSMITTAL/COVER LETTER (maximum of 2 pages)

- Provide a letter of introduction signed by an authorized officer of the proposer. If the proposer is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- Include a brief description of why your firm is well suited for, and can meet, the District's needs.
- Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.
- Proposer **must** include one (1) of the follow statements:

"[INSERT PROPOSER'S NAME] received a copy of the District's form of Agreement for Transportation Software and Hardware Technology ("Agreement") attached as ATTACHMENT A to this RFP. [INSERT PROPOSER'S NAME] has reviewed the Agreement, including the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT PROPOSER'S NAME] has no objections to the use of the Agreement."

OR

"[INSERT PROPOSER'S NAME] received a copy of the District's form of Agreement for Transportation Software and Hardware Technology

("Agreement") attached as ATTACHMENT A to this RFP. [INSERT PROPOSER'S NAME] has reviewed the Agreement, including the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT PROPOSER'S NAME] has objections to the use of the Agreement, listed as follows: [IDENTIFY ALL OBJECTIONS]."

- Proposer shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- Proposer shall certify that no official or employee of the firm has ever been convicted of an ethics violation.
- Proposer shall sign and add the following language: *"By virtue of submission of this proposal, [INSERT PROPOSER'S NAME] declares that all information provided is true and correct."*

2. BUSINESS INFORMATION

- Company name.
- Address.
- Telephone.
- Fax.
- Website.
- Name and email of main contact.
- Federal Tax I.D. Number.
- License or Registration Number.
- Type of organization (i.e. corporation, partnership, etc.). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.
- Number of employees (licensed professionals, technical support).
- Location of main office where the bulk of services solicited will be performed.

3. RELEVANT PROJECT EXPERIENCE

- Provide information about prior services furnished by your firm in the last ten (10) years on a minimum of five (5) K-12 educational projects, and list the following for each project:

- District name and name of contact person, title, telephone number, and email address to be contacted for a reference.
- Project name and location.
- Beginning and end dates of project.
- Square footage.
- Main program elements.
- Original budget, proposal amount & final amount at close-out.
- Briefly state relevance of projects included for consideration in this RFP.
- Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
- Key individuals of the firm involved and their roles in the project.
- Any sub-consultants that worked with the firm.

4. PROJECT TEAM SUMMARY

- Identify key team members, including sub-consultants, and state their qualifications relevant to the scope of services for the Project(s).
- Each proposal must include evidence that the proposer is legally permitted and properly licensed to conduct business in the State of California.
- The District expects that the team shall remain intact through the duration of the Project. If a team member must leave, the District reserves the right to approve that team member's replacement.

5. LITIGATION HISTORY

Provide a comprehensive five (5)-year summary of the firm's litigation, arbitration and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. A proposal failing to provide the requested information on lawsuits or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

6. FEE PROPOSAL

Fee proposal shall include hourly billing rates by position (proposed); staffing plan (proposed); and reimbursable schedule (proposed). Proposal shall provide a Schedule of Rates ("SOR") by position, by company entity, for each position proposed by your firm, whether you are submitting as a prime with subconsultant(s), or as joint venture or partnership. The SOR should identify proposed reimbursables by category. Travel and related expenses shall be reimbursed in accordance with the federal government Joint Travel Regulation.

The District's form of the Agreement for Transportation Software and Hardware Technology has been distributed with this RFP as **ATTACHMENT A**. The final form of the Agreement will incorporate the final scope of work and not-to-exceed fee

negotiated between the District and the selected firm, which shall be negotiated with the successful proposer. *Any objections to the form of Agreement must be detailed in your Cover Letter, up to one page, and will not be counted towards page limitation.*

F. SELECTION PROCESS

Proposals will be subjected to an evaluation and selection process. The first stage will begin with a review of the proposals submitted in response to the RFP. A proposal must meet all mandatory modules/functions to be considered. The District retains the sole discretion to determine issues of compliance and to determine whether a proposer is responsive, responsible, and qualified. Based upon the information presented in the submissions, the District may elect to conduct interviews with some or all of the proposers. After the interviews, if any, the District will identify the firms/teams that can provide the greatest overall benefit to the District.

1. Proposals not meeting mandatory requirements or found to be incomplete will not be considered. The District may disqualify any proposer for any reason without explanation.
2. The District may choose to ask clarification questions in writing and include the additional information gathered in this process.
3. Evaluation and rating of the responses will be based on:
 - a. Information provided by the proposer in their response;
 - b. Information provided by the proposer in response to District clarification questions;
 - c. Information from reference checks;
 - d. Experience and performance history of the firm with similar services;
 - e. Experience and results of proposed personnel;
 - f. Technical capabilities and track record;
 - g. Value of services under proposed fees; and
 - h. Overall responsiveness of the proposal.
4. The quality of the proposals will be evaluated using the following criteria:
 - a. Completeness
 - b. Thoroughness
 - c. Accuracy
 - d. Compliance with proposal instructions
 - e. Organization and conciseness of descriptive text material
5. RFP proposals will be rated on the following:
 - a. Annual transportation cost to the District (200 Points)
 - b. Travel time for students, Service Experience, Drivers Qualifications, Equipment Requirements (200 Points)
 - c. Yard Location (150 Points)
 - d. Environmental Sustainability (50 Points)
 - e. Ability to deliver proposed solution (200 points)

6. The District may perform investigations of responding parties that extend beyond contacting the references identified in the proposals. The District may request a proposer to submit additional information pertinent to the RFP process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted. At the evaluation committee's discretion, firms may be asked to arrange a tour of representative facilities.
7. District reserves the right to reject any or all proposals and to negotiate contract terms with one or more proposers for one or more work items. The District reserves the right to award all, part, or none of the Project described in this RFP. Each submittal will be scored by an RFP evaluation committee. The District reserves the right to reject any proposal as non-responsive, and/or not to contract with any proposer for the services described herein. The District reserves the right to contract with any firm not participating in this process.

G. LIMITATIONS

The award of a contract, if at all, is at the sole discretion of the District. The District reserves the right to contract with any entity responding to this RFP. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing a response to this RFP. The awarding of the contract(s), if at all, is at the sole discretion of the District.

The proposals, and any other supporting materials submitted to the District in response to this RFP, will not be returned and will become the property of the District unless portions of the material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful proposer have completed negotiations and entered into the Agreement, or (2) the District has rejected all proposals. Furthermore, the District will have no liability to the proposer or other party as a result of any public disclosure of any proposal.

H. FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), and Disabled Veterans Business Enterprises ("DVBE") shall be afforded full opportunity to submit proposals in response to this RFP and no proposer will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

I. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the Agreement, no person or entity submitting in response to this RFP, nor any

officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation/selection process, or the award of the Agreement with any member of the District, Board of Education, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the proposer.

J. MODIFICATIONS

Changes in or additions to the proposal, recapitulations of the Project proposed upon, alternative proposals, or any other modification of the proposal which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive to the RFP. No oral or telephonic modification of any proposal submitted will be considered.

K. EXAMINATION OF SITE AND RFP DOCUMENTS

Each proposer shall fully acquaint themselves with the conditions so that they may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the Agreement. Proposers shall thoroughly examine and be familiar with the specifications. The failure or omission of any proposer to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the Project site and acquaint themselves with conditions there existing shall in no way relieve any proposer from obligations with respect to his proposal or to the Agreement.

- Each proposer, by making their proposal represents that they have read and understand the Agreement and RFP documents and any and all related reports and information. After executing the Agreement, no consideration will be given to any claim of misunderstanding of the documents.
- Each proposer, by making their proposal, represents that they have familiarized themselves with the area of the work and local conditions under which the work is to be performed, including subsurface conditions. Such inspection shall specifically consider requirements for accessing the site and determining the work can be completed as required by, and as shown in, the RFP documents.

L. OTHER DISTRICT REQUIREMENTS

- 1. Fingerprinting.** By law it is the District's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code section 45125.1, a fingerprinting compliance certificate is included as part of the contract documents.
- 2. Tobacco-Free Policy.** The Board of Education of the District, in order to create a clean healthy environment for students and employees, has prohibited the use of tobacco products on District property or in District vehicles. All District consultants, contractors and vendors shall inform their employees and agents that are performing services for the District, of the District's objectives of a smoke free environment (Board Policy 1331, Ed Code 48901).
- 3. Drug-Free Workplace.** Proposer warrants that proposer is knowledgeable of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.), regarding a drug-free workplace and shall abide by and implement its statutory requirements.

4. Note that the selected proposer will be required to sign the form of District Agreement that is distributed with the RFP.

M. SCHEDULE

The District reserves the right to change the dates on the schedule without prior notice.

EVENT	DATE
District Publishes RFP	April 4, 2025
Deadline for Questions from Proposers	April 18, 2025 by 2:00 p.m.
District Publishes Addenda and Responses to Proposers on District website	April 23, 2025 by 2:00 p.m.
Deadline to Submit Proposals	April 30, 2025 by 2:00 p.m.
District Board Meeting – Award of Contract	TBD

WE THANK YOU FOR YOUR INTEREST IN THIS PROJECT!

**ATTACHMENT A
AGREEMENT**

[REMAINDER OF PAGE INTENTIONALLY BLANK; SEE ATTACHED FORM OF AGREEMENT]

AGREEMENT FOR TRANSPORTATION SOFTWARE AND HARDWARE TECHNOLOGY

This Independent Contractor Agreement for Transportation Software And Hardware Technology ("Agreement") is made and entered into as of the _____ day of _____, 2025 by and between the STOCKTON UNIFIED SCHOOL DISTRICT, ("District") and [INSERT NAME OF CONTRACTOR] ("Contractor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** Contractor shall provide the products and services as further described in **EXHIBIT A**, attached hereto and incorporated herein by this reference ("Services").
- 2. Term.** Contractor shall commence providing services under this Agreement on _____, 2025 and will diligently perform as required for three (3) years and complete performance by _____, 2028, unless this Agreement is terminated and/or otherwise cancelled prior to that time. The District may extend the Agreement for two (2) additional one-year periods.
- 3. Submittal of Documents.** Contractor shall not commence the Services under this Agreement until Contractor has submitted and the District has approved the following certificate(s) and affidavit(s), and the endorsement(s) of insurance:
 - Signed Agreement
 - Workers' Compensation Certification
 - Fingerprinting/Criminal Background Investigation Certification
 - Insurance Certificates and Endorsements
 - W-9 Form
 - Drug-Free Workplace Certification
- 4. Compensation.** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$_____). District shall pay Contractor according to the following terms and conditions:
 - 4.1.** Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after Contractor submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

4.1.1.		
4.1.2.		
4.1.3.		
4.1.4.		
4.1.5.		
 - 4.2.** The Services shall be performed at the hourly billing rates and/or unit prices included in **EXHIBIT B**. If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement.

4.3. If Contractor works at more than one site, Contractor shall invoice for each site separately.

5. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

6. 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, partner, or joint venture 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 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. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. 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.

8. Performance of Services.

8.1. 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 District. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

Contractor shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Contractor or its employees may discover. Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. District Approval. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9. Originality of Services. Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

10. Ownership of Data. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Contractor prepared or caused to be prepared pursuant to this Agreement. Contractor retains all rights to all copyrights over designs and other intellectual property

embodied in the plans, record drawings, specifications, estimates, and other documents that Contractor prepares or causes to be prepared pursuant to this Agreement.

In the event the District changes or uses any fully or partially completed documents without Contractor's knowledge or participation or both, the District agrees to release Contractor of responsibility for such changes, and shall hold Contractor harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Contractor is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without Contractor's full involvement, the District shall remove all title blocks and other information that might identify Contractor.

11.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 ten (10) years thereafter. Contractor shall permit the District, 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 the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

12.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 in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in San Joaquin County, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. 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, the 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 the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

13.Termination.

13.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered 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 Contractor or no later than three (3) calendar days after the day of mailing, whichever is sooner.

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

13.2.1. material violation of this Agreement by Contractor; or

13.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage.

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 exceed the cost of providing the service pursuant to this Agreement, 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.

14. Indemnification. To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its Board of Education, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. Contractor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

15. Insurance.

15.1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

TYPE OF COVERAGE	MINIMUM REQUIREMENT
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 1,000,000

15.1.1. Commercial General Liability and Automobile Liability Insurance.
Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Contractor, the District, and the State from all

claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

15.1.2. Workers' Compensation and Employers' Liability Insurance.

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

15.2. Proof of Insurance. Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3. An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

15.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

15.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

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

17. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of the Board of Education of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law,

ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District.

18.Certificates/Permits/Licenses/Registration. If applicable, Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

19.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.

20.Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code section 1735 and District policy. In addition, Contractor agrees to require like compliance by all of its subcontractor(s).

21.Fingerprinting of Employees. 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. Although District has determined that fingerprinting is not applicable to this Agreement, Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor's employees on a school site:

21.1. All site visits shall be arranged through the District;

21.2. Contractor and Contractor's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

21.3. Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site;

21.4. Once at such location, Contractor and Contractor's employees shall not change locations without contacting the District;

21.5. Contractor and Contractor's employees shall not use student restroom facilities; and

21.6. If Contractor and Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

22.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.

23.District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors. The District may evaluate Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

23.1. Requesting that District employee(s) evaluate Contractor and Contractor's employees and subcontractors and each of their performance.

23.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

24.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.

25.Confidentiality. Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

26.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:

If to District

STOCKTON UNIFIED SCHOOL DISTRICT
56 South Lincoln Street
Stockton, CA 95203
ATTN: Kathryn Bagge, Director Of
Transportation
KBagge@stocktonusd.net

If to Contractor

[NAME OF CONTRACTOR]
[ADDRESS]
[FAX]
[ATTN]
[EMAIL]

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 thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

27.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.

- 28. 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 county where the District's administrative offices are located.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. Attorney's Fees/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.
- 34. Tolling of District's Claims.** Contractor agrees to toll all statutes of limitations for District's assertion of claims against Contractor that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Contractor's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.
- 35. 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.
- 36. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 37. 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 authority and empowered to enter into this Agreement.
- 38. 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.
- 39. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

Dated: _____, 2025

Dated: _____, 2025

Stockton Unified School District

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Contractor:

Address: _____

Employer Identification and/or
Social Security Number

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State: _____
☐ Limited Liability Company
☐ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires Contractor to furnish the information requested in this section.

EXHIBIT A
CONTRACTOR'S SERVICES

Contractor's entire Proposal is **not** made part of this Agreement.

Services shall include hardware and software solutions that provide the following features:

- Parents and district/school staff to track the vehicles or the student
- Recording and reporting on time performance
- Recording and reporting on our family's level of satisfaction
- Driver Hour Logging
- Parent Notification/Tracking Mobile Application
- School Site Notification/Tracking
- Hardware Installation
- Pre-Trip Inspection Hardware
- Pre-Trip Inspection Software
- Driver tablets with Messaging/Routing/Navigation Capability
- Import Capability with The District Student Database
- Field Trip Management
- Driver coaching hardware and software
- Incident reporting
- Timely incident reporting and Audio/Video capabilities on each vehicle
- Automotive Transportation/Route/Miles/Ridership via RFID/Vehicle/Electric Vehicle/Infrastructure/Maintenance Data Collection
- Invoicing and predicting districts spend trends
- Allows for student downloads from the student database and uploads to the student database with bus stop and routing assignments
- Vendor should provide new address point data and new streets/road network layers on a quarterly basis
- Ability to create a polygon layer for group student selection
- Ability to create polygon layer(s) to identify different types of road hazards (such as, students cannot cross streets or roads under construction) that can be used in calculating bus routes
- Ability to use online GIS data sources from the city (parcels) and from the schools (attendance zones) is preferred
- Ability to create/adjust non-transportation zones
- Allow bus stop and bus route data to be added as layers to the latest version of ESRI's ArcGIS
- Pro for detailed map creation is preferred
- Interface for editing bus stop table data such as additions, changes, deletions, bus numbers, and geocoding based on address points
- Routing must be performed using local GIS data (streets, addresses), as opposed to third party street data sources
- Interface for editing student table data such as additions, changes, deletions, bus numbers, and geocoding based on a selected address point locator
- Ability to assign students to stops using defined criteria, such as distance to closest stop etc.
- Automatic and manual student-to-stop assignment, including single and multiple student selection-based capability
- Data changes in one table will be made automatically to related data tables
- Ability to display live GPS data from within the routing software to compare actual versus planned bus routes
- Ability to push bus routes through tablets to display the route map with both visible and audible turn-by-turn navigation directions

- Should have differentiated user types. For example, should routers have full access to view and edit, but schools have more limited views and no editing ability.
- Other analytics and reports
- Routing features:
 - Generate bus routes using stop, student, school, vehicle, and road network data. Must be able to select routes by school, route number, or vehicle number.
 - Ability to automatically generate routes to consist of stop order (updated in stop/student data) along with destination (selected school) based on most efficient route by distance and/or drive time
 - Capable of manually editing routes. For example, adjusting the path of an existing route by changing bus stop order and regenerating the route.
 - Ability to push routes out to tablets on the bus, which must include: displaying live changes, updated visual and audible turn by turn directions, and student stop assignments that indicate a student list for each stop and incorporate student RFID swipes.
- Data storing features:
 - Store final version of bus routes for previous two (2) school years
 - Store final version of summer school bus routes for previous two(2) years
- Reporting capabilities:
 - Bus stop report – Must have a predefined report based on school selection to include school, bus number, and stop order (data pulled from stop table).
 - Student report – Must have a predefined report based on school selection to include school, bus number, bus stop order and assigned student data (pulled from student table, including any special accommodations) listed per stop, for each bus route.
 - Report format export options to include: .XLS, .PDF, .TXT, and .RTF documents
 - Format of reports to be customizable and have the ability to be saved as templates for user selection.
 - Must have a predefined report to show turn-by-turn directions for a selected route.
 - Quick print maps for each bus route
- Field trip planning capabilities:
 - Solution should be able to organize field trips. Schools need to be able to electronically request and verify field trip information (arrival time, location of destination, number of buses ordered, bus driver name and contact info, etc.). Solution should organize field trip information for billing purposes.
- GPS/AVL tracking requirements:
 - Real Time GPS Location and Alerts
 - Must be able to integrate and display all GPS tracked assets from within the routing software.
 - Ability to create geofences to monitor speed, entrance/exit from zone, etc.
 - Navigation
 - System to provide real-time (visual and audible) turn-by-turn navigation based upon a defined route from the routing system
 - Parental Mobile/Website Application
 - The parent app must be fully automated and not require manual data entry by Transportation staff to accommodate changes in vehicles, routes, or drivers.
 - Parents should be able to see the location of their child's bus and projected arrival times at school and bus stops in real-time.
 - The app should have the ability to deliver push notifications to parents regarding bus-specific schedule adjustments, reminders, and other important announcements.
 - Built-in communication tools should enable parents to easily contact

- Transportation staff.
 - It is desirable for the parent app to indicate whether a bus has passed a specific stop or provide the estimated time of arrival (ETA) to a stop.
 - The app must be free to download and available in common app stores.
 - In addition to the mobile app, a website is preferred to allow parents to view their child's trip progress (e.g., boarding and drop-off).
- Student check-in features:
 - Capability to check-in students (i.e. student ID, RFID, barcode) when they get on the bus.
 - Student tracking to include boarding location and exiting location with a student RFID badge (via CI Solutions software is preferred)
 - Ability to detect if an unauthorized student attempts to board a bus.
 - System must allow the use of third-party RFID cards.
- Historical data recording capabilities:
 - Provide a time/date stamp for each time the vehicle crosses into a defined area (geofence)
 - Produce breadcrumb reports that are available anytime throughout the route that will include at a minimum, tracking of location, speed and direction of vehicles.
 - Ability to store historical GPS data for a school year.
- Reporting and alert features:
 - Ability to run reports and export data to other programs (Microsoft Word, Excel, etc.)
 - Ability to provide a low battery alert to the mechanics.
 - Report feature of service door opening/closing, showing stop time and location
 - Monitor and report engine idle time and location.
 - Ability to monitor hard braking of the bus
 - After route completions, provide the ability to compare the actual route with the assigned route.
- System access capabilities:
 - Must provide simultaneous access for various users, such as multiple dispatchers and supervisors.
 - Solution should provide tiered access levels within the system.

Services shall also include the following installation, implementation, training, and support:

- Comprehensive data migration from existing systems and tables.
- In-person training appropriate for routers, dispatchers, supervisors, service writers, and administrators
- Appropriate training to select District personnel to allow them to serve as trainers for future system users
- Formal deliverables shall include user acceptance/user training sessions, user guides, operational manuals, and instructor guides that may be used for internal training
- Any additional classroom and/or hands-on training sessions as identified in the training plan proposed by the vendor
- Training for the parent app
- Provide ongoing technical support in the form of a dedicated help desk, online support portal, and/or phone assistance

EXHIBIT B
CONTRACTOR'S BILLING RATES FOR SERVICES

[INSERT HERE]

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 the District prior to performing any Services under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Services ("Agreement"):

- ☐ Contractor's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- ☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

CERTIFICATION:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT: _____ ("Project").

This Drug-Free Workplace Certification form is required from the successful Proposer 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.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

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 Agreement 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 the District 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 Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT