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TRANSPORTATION SERVICES AGREEMENT
AVALON TRANSPORTATION LLC

This Agreement ("**Agreement**") for services is made and effective on **May 1, 2025** the ("**Effective Date**"), between the San Joaquin Delta Community College District, a California Community College District ("**District**"), and Avalon Transportation LLC, ("**Supplier**") (individually, a "**Party**," and collectively, the "**Parties**").

1. **Scope of Services**. Supplier will provide to District the services described in the *Scope of Services*, attached as **Exhibit A** and incorporated in this Agreement (the "**Services**"). Only the District's Board of Trustees or Superintendent/President or their duly authorized representative may authorize any change or addition to the Scope of Services specified in **Exhibit A**.

2. **Term.** This Agreement will begin on the Effective Date and will terminate upon the full and satisfactory completion of the Services or as otherwise specified in **Exhibit A**, unless terminated sooner in accordance with Section 10 of this Agreement. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance. The total term of this Agreement, including any extensions thereto, may not exceed five years, pursuant to District Administrative Procedure 6340.

3. **Compensation.** For the full and satisfactory completion of the Services, District will pay Supplier the rates set forth in **Exhibit B** for each trip in accordance with the fee schedule, without prior written authorization by District, pursuant to the terms set forth in **Exhibit B**, *Payment*, which is attached to and incorporated in this Agreement. Supplier's compensation is intended to encompass all costs required for performing the Services, including overhead and indirect costs. Except as expressly provided in **Exhibit B**, Supplier will not be entitled to reimbursement for expenses it incurs to provide the Services.

   3.1 **Payment.** District will pay Supplier for Services satisfactorily provided during each calendar month within 30 days following District receipt and approval of a detailed invoice. The invoice must include, at a minimum:

   (a) the Agreement number,
   (b) the District Purchase Order number,
   (c) a description of the specific Services provided; all items should be billed as separate lines based on fee schedule in **Exhibit B**
   (d) the name of the individual(s) providing the Services,
   (e) the date(s) upon which the Services were provided,
   (f) the time spent providing the Services,
   (g) the amount due for the Services, and
   (h) the basis for calculating the amount due.

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3.2 **Additional Services.** If the District requests related services beyond the Scope of Services described in **Exhibit A**, the Supplier will provide District a written estimate for the additional services ("**Additional Services**"). Supplier will not provide Additional Services until the Agreement has been amended pursuant to Section 14.7, below, and Supplier has received written authorization from the District to perform the Additional Services. Except to the extent otherwise specified in the amendment, all Additional Services will be subject to the same terms and conditions that apply to all other Services under this Agreement. Supplier will not be entitled to payment for Additional Services performed without District's prior written authorization or for costs to correct Supplier's errors or omissions in performing Services or Additional Services.

4. **Independent Contractor**. The Parties agree that Supplier will act as an independent contractor under this Agreement and Supplier will have exclusive control of its work and the manner in which the Services are performed, and will not be subject to control or direction by District other than acceptance of Work Product, as defined below, or enforcement of the terms of this Agreement. Supplier is not an employee of District and neither Supplier nor its employees are entitled to participate in any health, retirement, or similar employee benefits from the District. The Parties further agree that the Services provided by Supplier are outside the usual course of the District's business, and Supplier represents that it is customarily engaged in an independently established trade, occupation or business of the same nature as the Services.

5. **Supplier's Warranties and Certifications.**

5.1 Supplier warrants that all Services provided under this Agreement will be performed in accordance with generally accepted professional practices and standards for Supplier's profession in the State of California.

5.2 Supplier warrants that all Services provided under this Agreement will be performed in accordance with applicable federal, state, and local laws and regulations.

5.3 Supplier warrants that Supplier has no present interest, which would conflict in any manner with the performance of Services on the District's behalf or operate in violation of any conflict of interest laws, rules, or regulations.

5.4 Supplier certifies that no employee or agent who has a conviction record for a serious or violent felony will be assigned to perform Services under this Agreement that permit or require him or her to come in contact with students unless District has first received prior notice from Supplier and has granted written permission subject to specified conditions.

6. **Notice.** Any billing, or payment required by this Agreement must be made in writing, and sent to the other Party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file to the accounts payable department. Notice is effective upon delivery unless otherwise specified. Notice for each Party will be given as follows:

Contracts and Disputes	
District:	**Supplier:**
San Joaquin Delta Community College District	Name: Avalon Transportation LLC
5151 Pacific Avenue Stockton, CA 95207	Address: 7701 Wilbur Way Sacramento, CA 95828
Attn: Procurement and Contracts Email: purchasing@deltacollege.edu	Attn: Tammy Walker Email: twalker@avalonbus.com

Billing, Payments and Invoicing	
District:	**Supplier:**
San Joaquin Delta Community College District	Name: Avalon Transportation LLC
5151 Pacific Avenue Stockton, CA 95207	Address: 7701 Wilbur Way Sacramento, CA 95828
Attn: Accounts Payable Email: accountspayable@deltacollege.edu	Attn: Tammy Walker Email: twalker@avalonbus.com

7. **Indemnity.** Subsection 7.1 is not applicable to this Agreement if Supplier's Services are "design professional" services as that term is used and defined in Civil Code section 2782.8. Subsection 7.2 is applicable to this Agreement if Supplier's Services are "design professional" services as that term used and defined in Civil Code section 2782.8.

   7.1 **General.** To the full extent permitted by law, Supplier will indemnify, defend with counsel acceptable to District, and hold harmless District, its governing body, officials, officers, agents, employees, and volunteers (collectively, "**District Indemnitees**") from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, and costs and fees of litigation) (collectively, "**Liability**") of every nature arising out of or in connection with Supplier's acts or omissions with respect to this Agreement, except such Liability caused by the active negligence, sole negligence, or willful misconduct of any of the District Indemnitees. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Agreement.

   7.2 **Reserved**

8. **Insurance.** Before providing any Services under this Agreement, Supplier is required to procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements. Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to District, unless due to nonpayment of premiums, in which case at least 10 days written notice will be made to District. The required insurance must cover the activities of Supplier

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and its employees relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the term of the Agreement. All required insurance must be issued by an insurer licensed to do business in the State of California, and each such insurer must have an A.M. Best financial strength rating of "A" or better and a financial size rating of "IX" or better. If Supplier fails to provide any of the required coverage, District may, at its sole discretion, purchase such coverage at Supplier's expense and deduct the cost from payments due to Supplier.

8.1 **Minimum Coverage Requirements**. The following insurance policies and limits are required for this Agreement. District, reserves the right to require additional insurance based on the work or service being performed:

(a) **Commercial General Liability Insurance ("CGL").** CGL insurance issued on an occurrence basis, including coverage of liability arising from Supplier's acts or omissions in the performance of Services under this Agreement, with limits of at least $5,000,000 per occurrence, and $10,000,000 aggregate.

(b) **Automotive.** Commercial automotive liability coverage for owned, non-owned and hired vehicles must provide coverage of at least $5,000,000 combined single limit per accident for bodily injury, death, or property damage.

(c) **Workers' Compensation Insurance and Employer's Liability.** The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, with limits of at least $5,000,000. If Supplier is self-insured, Supplier must provide its duly authorized Certificate of Permission to Self-Insure.

8.2 **Subrogation Waiver.** Each required policy must include an endorsement that the insurer agrees to waive any right of subrogation it may have against District or the District's insurers.

8.3 **Endorsements.** The CGL policy and the automotive liability policy must include the following endorsements:

(a) The District, including its governing body, officials, officers, employees, agents, volunteers and consultants (collectively, "**Additional Insured**") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Agreement.

(b) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

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(c) The insurance provided is primary and no insurance held or owned by District will be called upon to contribute to a loss.

(d) Any umbrella or excess insurance must contain or be endorsed to contain a provision that such coverage will also apply on a primary or non-contributory basis for the benefit of District before the District's own insurance or self-insurance will be called upon to protect it as a named insured.

9. **Dispute Resolution.** In the event that any dispute arises between the Parties in relation to this Agreement, the Parties agree to meet face to face as soon as possible to engage in a good faith effort to resolve the matter informally. In the event that any dispute arises between the Parties in relation to this Agreement, and the dispute is not resolved by informal discussions, the Parties agree to submit the dispute to mediation.

9.1 **Mediation.** Either Party may give written notice to the other Party of a request to submit a dispute to mediation, and a mediation session must take place within 15 business days after the date that such notice is given, or sooner if reasonably practicable. The Parties will jointly appoint a mutually acceptable mediator. The Parties further agree to share equally the costs of the mediation, except costs incurred by each Party for representation by legal counsel. Good faith participation in mediation pursuant to this Section is a condition precedent to either Party commencing litigation in relation to the dispute.

9.2 **Claim Presentment.** Nothing in this Agreement will be construed as a waiver of any of the claim presentment requirements set forth in Government Code section 900 et seq.

9.3 **Performance Review and Remediation.** The District may periodically review the Supplier's performance under this Agreement, including timeliness, quality of work, adherence to specifications, and overall satisfaction. If the District identifies performance deficiencies, it shall provide written notice to the Supplier, who shall correct such deficiencies within thirty (30) calendar days. The parties shall engage in good faith efforts to resolve performance issues. If a resolution is not reached, the District may, in its sole discretion, terminate this Agreement pursuant to Section 10.2. The District also reserves the right to suspend services, in whole or in part, upon written notice to the Supplier. Such suspension shall remain in effect until the performance deficiencies are remedied to the District's satisfaction or the Agreement is terminated pursuant to Section 10.2.

10. **Early Termination.**

10.1 **Termination for Convenience.** District may terminate this Agreement for convenience by giving ten calendar days written notice to Supplier. In the event District elects to terminate the Agreement without cause, it will pay Supplier for Services satisfactorily provided up to the effective date of termination, provided all Work Product (as defined below), whether complete or incomplete, has been submitted to District in the time and manner specified in the notice of termination.

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10.2 **Termination for Cause.** If Supplier breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, the District may terminate this Agreement by giving written notice (10) ten calendar days prior to the effective date of termination, specifying the reason and the effective date of the termination. Supplier will be entitled to payment for all Services satisfactorily provided up to the effective date of termination, except that the District may deduct from that payment the amount of costs the District incurred, if any, because of Supplier's breach of the Agreement. Supplier shall submit its final invoice for Services rendered within thirty (30) calendar days from the effective date of termination. All payments or reimbursements due to the District as a result of the termination must also be made within thirty (30) calendar days from the effective date of termination, in the time and manner specified in the notice of termination.

11. **Reserved**

12. **Records.** Unless otherwise specified in **Exhibit A**, Supplier will maintain records related to this Agreement, including records of the Services performed, on a daily basis if necessary, for a period of five years from expiration or termination of this Agreement, unless the records relate to hazardous materials, in which case the records must be maintained for at least 30 years. Supplier's accounting systems will conform to generally accepted accounting principles, and all records will provide a breakdown of total costs charged under this Agreement, including properly executed payrolls, time records, invoices, and vouchers. Supplier will permit District to inspect, examine, and audit Supplier's books, records, accounts, and any and all data relevant to this Agreement at any reasonable time, and will furnish to the District any other evidence or information requested by District. The State of California or any federal agency with an interest in this Agreement has the same rights conferred to the District by this Section.

13. **Confidentiality.** Unless disclosure is required by applicable law or valid court order, Supplier will maintain the confidentiality of all non-public information made known to or discovered by Supplier in connection with this Agreement and will not disclose or otherwise disseminate any information conveyed by or through the District to Supplier relating to this Agreement. Supplier will immediately notify District in writing if it is requested to disclose any such information.

14. **General Provisions.**

14.1 **Assignment and Successors.** Supplier may not assign its rights or obligations under this Agreement, in part or in whole, without District's written consent. This Agreement is binding on Supplier's and District's lawful heirs, successors, and permitted assigns.

14.2 **Third Party Beneficiaries.** There are no intended third-party beneficiaries to this Agreement.

14.3 **Nondiscrimination.** Supplier will not discriminate in the employment of persons under this Agreement because of race, color, ancestry, national origin, religion, sex, marital status, sexual orientation, age, medical condition, disability, veteran status, or other prohibited

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basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

14.4 **Choice of Law and Venue.** This Agreement will be governed by California law, and venue will be in the Superior Court of San Joaquin County, and no other place. Supplier hereby waives any right pursuant to Code of Civil Procedure section 394 to transfer any action in law or in equity arising from or relating to this Agreement to any venue outside of San Joaquin County.

14.5 **Integration.** This Agreement and the documents incorporated in this Agreement constitute the final, complete, and exclusive terms of the agreement between the District and the Supplier.

14.6 **Severability.** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions of the Agreement will remain in full force and effect.

14.7 **Amendment.** No amendment or modification of this Agreement will be binding unless it is in a writing duly authorized and signed by the Parties to this Agreement.

14.8 **Provisions Deemed Inserted.** Every provision of law required to be inserted in this Agreement will be deemed to be inserted, and this Agreement will be construed and enforced as though included. If it is discovered that through mistake or otherwise that any required provision is not inserted, or not correctly inserted, this Agreement will be amended to make the insertion or correction.

14.9 **Precedence.** If any provision in any document attached to or incorporated in this Agreement conflicts with or is inconsistent with the provisions set forth in the body of this Agreement, the provisions set forth in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.10 **Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

14.11 **Force Majeure.** If either Party is delayed or hindered in or prevented from the performance of any act required under this Agreement because of natural disasters, strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the Party delayed, excluding financial inability ("**Force Majeure Event**"), performance of that act will be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance will be extended for an equivalent

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period. Delays or failures to perform resulting from lack of funds will not be Force Majeure Events.

14.12 **Headings.** The headings in this Agreement are included for convenience only and will not affect the construction or interpretation of any provision in this Agreement or any of the rights or obligations of the Parties to this Agreement.

14.13 **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

14.14 **Authorization.** Each individual signing below warrants that he or she is authorized to do so by the Party that he or she represents, and that this Agreement is legally binding on that Party. If Supplier is a corporation, signatures from two officers of the corporation are required as further specified in California Corporation Code section 313.

14.15 **Reserved**

This section was left intentionally blank signature page to follow.

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The Parties agree to this Agreement as witnessed by the signatures below:

SUPPLIER: Avalon Transportation LLC
Business Name

Signature: Signed by: Michael Klein 6276FBD9F9FE49B...

Michael Klein, General Manager
Name, Title

Date: 7/1/2025 | 12:39 PM PDT

Second signature required if a Corporation

Signature: _____

_____
Name, Title

Date: _____

DISTRICT:

On behalf of Dr. Lisa Aguilera Lawrenson

Signature: Signed by: Charles Braden D790772B977A428...

Charles Braden Assistant Superintendent\Vice Pres. Instruction
_____
Name, Title

Date: 7/1/2025 | 12:50 PM PDT

Attachments:

Exhibit A: Scope of Services
Exhibit B: Payment
Exhibit C: SJVCC Requirements

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EXHIBIT A

4.1. SUPPLIER REQUIREMENTS
The District expects that the Supplier, by act of their bidding, own or lease the equipment that will be provided to transport pupils and that all drivers will be employees (not subcontractors) of the bidding company. Supplier may NOT subcontract out any portion of the work to be provided under this contract.

Supplier has agreed to assign the District account contact for this agreement as follows:

1. Name : Tammy Walker
2. Email: twalker@avalonbus.com
3. Phone Number: 916-423-4000

If a new contact is assigned to the District account the Supplier agrees to notify the District in writing within 24 hours of assignment.

The District requires that the Supplier, by submitting their bids, certify that they and their drivers are in compliance with the applicable laws of the State of California for School Pupil Activity Bus (SPAB) certification. SPAB certification will only be required when requested by the District for specific trips involving pupil transportation. In such cases, all drivers of SPAB vehicles must possess a valid SPAB certification, whether transporting pupils or adults for school or District-related activities, utilizing public or private funds. For trips outside of California, drivers must hold SPAB certification or an equivalent certification recognized by the appropriate authority in the state where the trip occurs, if requested.

Supplier must also be registered with the Federal Motor Carrier Safety Administration (FMCSA), be in full compliance with all applicable Federal Motor Carrier Safety Regulations, and provide the District with their US DOT number and MC number as part of their vendor submission. Additionally, all work performed and equipment used by the Supplier must comply with the "Regulations and Laws Relating to Pupil Transportation in California" as published by the California State Department of Education. By submitting a proposal, the Supplier affirms that all equipment and services offered will continue to meet the applicable safety regulations throughout the term of the contract.

4.2. PUPIL ACTIVITY BUS (PAB)
Vehicles must be PAB certified or possess an equivalent certification recognized by the California Highway Patrol (CHP) or another comparable regulatory entity, with certification standards of equal or greater rigor. All vehicles must be properly registered with the Public Utilities Commission (PUC) and comply with their regulations. Operators must ensure that each vehicle undergoes an annual inspection, conducted by the CHP or a comparable certifying body, and that the inspection report is clearly displayed within the vehicle in an accessible location. The report must include the statement: "Authorized to transport school pupils- CVC 545(k)," along with the signature and identification number of the inspecting officer. This ensures that the vehicle has passed all necessary safety checks

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and that the driver has received proper training and background screening to prevent ex-felons from operating the vehicle.

4.3. SUPPLIER REIMBURSEABLE FEES
Parking fees, entrance fees, lodging, additional hours, and tolls as determined necessary by the District's Transportation Director or its designee, shall be expenses of the District and payable to the Contractor. The District will not reimburse Contractor for any expenses incurred except as described below;

If overnight travel is requested by the District, and the Supplier is required to book a driver's room, it shall be a single room at a reasonable rate. Lodging shall be at the same location as the trip participants, if available. The District shall reimburse Contractor the then published GSA rate for lodging based on locality. The driver's meals shall be the responsibility of the Contractor. The District will not pay for any lodging incidentals such as movies, telephone calls, honor bar, laundry, etc.

Any unforeseen parking fees, entrance fees, or tolls should be brought to the immediate attention of the District. If the District is unable to resolve payment on its own accord, then upon prior approval from the District's Transportation Director or its designee, the District may authorize Contractor to make payment on its behalf. The District shall reimburse Contractor for actual expenses incurred. Proof of actual expenses must be submitted to the District to be considered valid and must be in the form of a receipt, bank statement or other form of proof as deemed acceptable by the District.

Additional time added to the pre-trip itinerary, if approved or ordered by the District's Transportation Director or its designee, shall be expenses of the District and will be payable to the Contractor. Any and all approvals for additional time must be authorized in writing to be considered valid.

4.4. Multiple Vehicle Travel
The District requires that all vehicles travel together if the trips consist of more than one bus unless directed otherwise by the District's Transportation Director or its designee.

4.5. Minimum Vehicle Requirements
At minimum all passenger vehicles are required to be equipped with the following options as applicable based on vehicle size and options:

- Air Conditioned
- Under Bus Luggage Compartments (motor buses only)
- Radio bus to bus Communication and Dispatch Communication capabilities
- Seat Belts for all passengers
- ADA Access
- Applicable GPS device for duration of trip.
- Bathrooms (if trip is over 3 hours one way (motor buses only))

Optional requirements:
- Reclining chairs
- Wifi

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- Charging stations
- Interior Cameras

4.6. Bus Driver Responsibilities
The District designated chaperone(s) and the bus driver must work in unison on any bus trip. However, when a safety or driving-related issue is concerned, the bus driver has the final authority and ultimate responsibility.

The driver will arrive at the pickup point a minimum of thirty (30) minutes prior to the scheduled departure time for the loading of equipment, luggage and passengers. Pickup and discharge of pupils shall be made at designated points only.

Upon arrival at the trip destination, the driver will keep the trip chaperone(s) informed of the bus location and unless excused by the trip chaperone(s), will remain in the immediate area of the bus.

A bus shall not be put into motion until all passengers are seated.

The driver may be required to assist in the loading or unloading of equipment, luggage and passengers as required by the group.

Contractor shall have their drivers wear an identifying shirt and/or jacket during the time the driver is on a District sponsored athletic event or field trip.

Prior to departing on any trip, the Driver will review weather conditions for the proposed route. If weather conditions are deemed to be unsafe, trips will be reviewed with the District's Transportation designee and if needed, delayed until such a time the conditions improve. Trips may be canceled due to these conditions.
In accordance with Education Code 39831.5(4), Safety instruction is to be given to all pupils regardless of grade level prior to departure. The instructions must include the location of emergency exits and the location and use of emergency equipment. The driver of the trip must sign a trip document certifying they have given the group the safety instructions before the trip starts. Documentation must be made available to the District upon request.

4.7. Approved Passengers
District staff and students are the only approved passengers for trips booked.

4.8. Trips
All trips should be arranged with the understanding that restroom and food stops will be required as specified by District staff. Any additional stop requests, provided they are for restroom or food purposes, shall not incur extra charges beyond the original trip cost.

4.9. GRATUITY
No gratuity charges will be allowed under this contract.

4.10. AUTHORIZED ORDER PROCESS

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Upon the District's Transportation Department submitting a request for services to the contractor, the contractor shall respond within one business day with both a response of acceptance or denial of the trip and the proposal pertaining to the said trip.

4.11. NO MAXIMUM OR MINIMUM REQUIREMENTS
The District does not guarantee that a minimum or maximum number of trips, miles, and or hours will be requested or committed to.

4.12. TERM AGREEMENT AND PRICING
Term of Agreement: May 1, 2025 – April 30, 2030
Prices may increase from year to year by 5% or CPI (Consumer Price Index) for San Joaquin County, whichever is lower. Any proposed price increases must be submitted in writing by January 31st of the applicable year for consideration and approval.

4.13. CANCELLATIONS AND POSTPONED TRIPS
District Cancellations:

- A charge of $100.00 will be due and payable to contractor if a trip is canceled by the District less than 48 hours prior to the start time of the trip.
- If trip is postponed for a later time no fees shall be imposed to the District.

All cancellations must be in writing by the District's Transportation Director or its designee. No other fees, fines, or percentages will be applied.

Cancellations by the contractor or failure to complete the trip after confirmation will result in the District issuing the contract to another awarded Supplier and may lead to suspension of future services

4.14. CREDITS AVAILABLE TO DISTRICT
Supplier will be required to offer the following credits to the District based on the following scenarios:

Vehicle breakdown: Credit entire trip cost
Supplier cancellation of trip with less than 48 hour's notice: Credit entire trip cost
Vehicle amenity malfunction (bathroom, heater or air conditioning not operational for any duration of trip): 50% of trip cost

4.15. DEFAULT
If the Supplier fails or neglects to furnish and/or deliver the services at the prices quoted or at the times and places agreed upon or otherwise fails to comply with the terms, conditions, or specifications of this proposal document in its entirety, the District reserves the right to cancel existing services affected by such default, and procure services from other sources and deduct from any unpaid balance due to the Supplier.

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4.16. DAMAGE TO DISTRICT PROPERTY
The Supplier shall be fully responsible for any damage to the District property caused by its employees. Repairs or replacement, at the option of the District, shall be made by the Supplier or by the District and charged to the Supplier.

4.17. CRIMINAL RECORDS CHECK
Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school District may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application. The Supplier shall not permit an employee to encounter the District's pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Supplier shall certify in writing to the District that none of its employees who may encounter pupils have been convicted of a violent or serious felony. The Supplier shall keep a record of said information and shall provide such information to the District upon request.

4.18. DRUG AND ALCOHOL TESTING
The Supplier shall require that all drivers and other individuals who may encounter students be subject to drug and alcohol testing in accordance with the requirements of any federal, state, and local laws. The Supplier shall keep a record of said information and shall provide such information to the District upon request. The Supplier shall notify the District immediately and in writing whenever any driver has tested positive for drugs or alcohol and shall immediately dismiss the driver from providing services to the District.

4.19. COMPLIANCE WITH OSHA
The Supplier agrees that all services offered comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards, and regulations and that the Supplier will indemnify and hold the District harmless for any failure to so conform.

4.20. OUT-OF-STATE TRAVEL
The District will contract with contractors for transportation services for both intrastate and interstate travel. The District understands that SPAB requirements are invalid outside California. In the interest of safety, the District requires that the driver operate the vehicle as if it were still in California, following all SPAB laws and regulations to the extent possible.

4.21. CALIFORNIA SB 88 (2023)
Contractor agrees to comply with Senate Bill 88 (2023) and California Educational Code 39875 – 39882 during contract term.

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EXHIBIT B
Payment:

The total cost of this Agreement shall not exceed the amount approved by the San Joaquin Delta College (SJDC) Board of Trustees for all transportation agreements under RFP No. 2025-RFP-006. All services rendered shall be invoiced in accordance with the fee schedule set forth in Exhibit B.

Line Item Number	Vehicle Type	Minimum Hours to Book Vehicle	Unit of Measure	Cost per Hour of Minimum Hours to Book	Total	Over Night Rate (If Applicable)	Mileage Rate (If Applicable)	Rate per Hour (Price per hour after minimum)	Comments	SPAB Certified Driver
1	up to 9 passenger Van					No Bid				
2	12 Passenger Van					No Bid				
3	15 Passenger Van					No Bid				
4	20 to 35 passenger bus					No Bid				
5	36 to 57 passenger bus	5	Hour	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	N/A	Yes
6	57 to 85 passenger bus					No Bid				

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EXHIBIT C

SAN JOAQUIN VALLEY COMMUNITY COOPERATIVE CONTRACT REQUIREMENTS

San Joaquin Valley Community Cooperative

The San Joaquin Valley Community Cooperative (SJVCC) is a collaborative purchasing group formed by public sector entities, educational institutions and non-profits in the San Joaquin Valley of California. The group includes, but isn't limited to, entities such as local governments, educational institutions, or special districts, that have joined together to leverage their joint buying power. By pooling their procurement needs, these agencies can secure better pricing, favorable terms, and a broader range of goods and services, often with reduced administrative burdens.

For potential awarded suppliers, engaging with a community cooperative offers significant benefits. Suppliers gain access to a wider customer base through a single point of contact, simplifying the sales and procurement process. This streamlined approach reduces administrative burdens and opens opportunities for suppliers to secure contracts they might not have accessed independently.

Additionally, community cooperatives are designed to support both local and national suppliers, creating opportunities for businesses of all sizes to participate in contracts that emphasize community engagement and economic impact. This inclusive approach allows suppliers to expand their market reach and develop meaningful relationships within the community. By partnering with a community cooperative, suppliers can benefit from a collaborative environment that values their contributions and promotes sustained growth and ongoing collaboration

Administrative Operating Services Provider to SJVCC

The resulting Master Agreement(s) awarded by this solicitation will be administered by SJVCC in partnership with Bespoke Community Cooperatives, LLC ("BESPOKE"). BESPOKE is a public benefit corporation providing administrative operating services for non-federal public agencies (States, Cities, Counties, etc,) educational institutions and non-profits that have entered into an agreement to procure jointly or on behalf of other public entities, educational institutions and non-profits. These organizations are known as Community Cooperatives (CC.) SJVCC utilizes BESPOKE services to support the cooperative nature of this Solicitation and to benefit the awarded supplier(s).

Cooperative Procurement with Other Jurisdictions

The Master Agreement(s) awarded under this Solicitation by SJVCC member Delta CC District (Designated as the Lead Purchasing Agency or "LPA" for this solicitation, will be made available to additional Participating Agencies ("PAs") on a local, regional, or national level. These entities will operate under the same terms and pricing as the SJVCC, including Administrative Fee and Sales Reporting provisions. PAs may include municipalities, counties, states, higher education institutions, public authorities, councils of government, regional governments, health institutions, or other eligible entities, including organizations that expend public funds in performing governmental functions and non-profits.

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Participating Public Agency (PPA) Contracting Authority Explained:

1. **Cooperative Purchasing**
   This Solicitation is being conducted by LPA Delta CC District on behalf of the SJVCC's Member PAs and allows for purchasing by additional PAs from the resulting Master Agreement. This is referred to as "cooperative purchasing," and the Master Agreement is considered to be a "cooperative contract." This type of purchasing is a generally accepted procurement method recognized under state and federal law.
2. **How Other Entities Can Use This Contract**
   If a public agency (such as a city, special district, or county) or educational institution (K12 or Higher Education public or private) or non-profit wants to use this contract, it first needs to register as a Participating Agency (PA) through BESPOKE's Cooperative Administrative Services Program by signing the BESPOKE Master Intergovernmental Cooperative Purchasing Agreement (MICPA), available at www.bespokecommunity.org. BESPOKE and SJVCC facilitate the contract's cooperative framework but are not involved in individual purchase orders or participating agreements—awarded supplier(s)' primary relationship will be with each agency that utilizes the contract.
3. **Agency-Specific Terms and Conditions**
   Each PA may negotiate mutually agreed upon terms that respect the conditions of this Solicitation and resulting Master Agreement directly with the awarded supplier(s), allowing them to tailor the contract to meet their individual agency requirements and policies. A PA may also create their own entirely new contract that references this procurement.
4. **Supplier Administrative Fees**
   All fees associated with servicing the awarded contracts(s) are clearly and solely outlined in this Solicitation and shall be collected by BESPOKE on behalf of the SJVCC. These fees are separate from the agency-specific terms and conditions that may be negotiated with specific PAs; no additional supplier administrative fees may be charged by a PA.
5. **Local Customization Options**
   Certain Solicitation or contract terms that apply specifically to Delta CC District, such as governing law, may be adjusted for each PA. PAs may also request additional agreements for specific needs like delivery schedules, invoicing requirements, or support for local diversity initiatives.
6. **Direct Transactions with Each Agency**
   All transactions—such as orders, invoices, and payments—will be managed directly between the awarded supplier(s) and each PA. BESPOKE and SJVCC do not manage these transactions; each PA handles its own purchase orders or participating agreements with the awarded supplier(s) directly.
7. **Procurement Compliance**
   Each PA has full discretion and responsibility for any purchases made under this contract and must ensure its participation in the Master Agreement aligns with the requirements governing its own procurements. Delta CC District certifies that its administration of this cooperative contract complies with the requirements governing its procurement of the Products identified in this Solicitation. Any PA participating in or purchasing from the contract is therefore deemed by law to have complied with the requirements governing their own procurement activities, and a separate procurement by each PA is generally not required.

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Servicing Requirements

Awarded suppliers must provide services to Delta CC District (and any SJVCC Members whose requirements are specifically included in this Solicitation) in full compliance with the legal terms of this Solicitation and resulting Master Agreements. Awarded suppliers are encouraged but not required to service other SJVCC members or PA's that may participate through the BESPOKE Community Cooperatives Administrative Services Program.

Additional Geographic Reach

SJVCC's goal is to help awarded suppliers grow by being able to utilize this cooperative agreement to provide Products to other members and PAs. Please indicate below the extent to which the Bidder agrees to provide the Products to additional Participating Agencies through the BESPOKE Community Cooperatives Administrative Services Program. (Responses will not affect your ability to win this business.)

If awarded, the supplier agrees to service the following geographic areas:

Up to 50 miles outside of the SJVCC area?

Yes _X_ No _____

Greater than 50 miles outside of the SJVCC area?

Yes _X_ No _X_ Distance (miles) (specific counties/areas/states serviced) _ALL_

Nationwide?

Yes _X_ No _____

Administrative Fees

The Supplier acknowledges that awarded suppliers must pay SJVCC an Administrative Fee of **two percent (2%)** of the total sales made to SJVCC Member Agencies and other PA's utilizing the resulting Master Agreement. Fees only accrue when sales are made via the Master Agreement. All payments will be remitted to BESPOKE on a quarterly basis. The method for remitting payment will be provided to successful bidders following the award of the Master Agreement.

INITIAL HERE: Initial MK

In return for the administrative fee paid to BESPOKE on behalf of the SJVCC based on sales, awarded suppliers may receive the following benefits:

- Exposure to all members of the SJVCC.
- Marketing support by BESPOKE to members of the SJVCC and participating entities outside of the SJVCC based on the awarded supplier's capabilities and desire to support additional geographic areas.
- Training resources to help suppliers position their awarded contract to eligible entities.
- Data usage trends by SJVCC and participating entities utilizing this Master Agreement.

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Monthly Sales Reporting Requirement

Supplier is required to provide monthly sales reports to BESPOKE detailing all sales made under the Master Agreements resulting from this Agreement. The reports must include purchasing entities, items or services sold, quantities, total sales value, and the Administrative Fees due to BESPOKE for the month's sales. Reports must follow the format provided by BESPOKE and be submitted by the **15th of each month** for the previous month's sales. Failure to comply with these reporting requirements may result in contract termination or penalties by the SJVCC. Reports will be submitted via email to an email address provided to the awarded Contractors by BESPOKE.

INITIAL HERE: Initial