

ALVORD UNIFIED SCHOOL DISTRICT

AGREEMENT (YEAR 2 OF 5)

THIS AGREEMENT, dated the **1st day of July, 2020**, in the County of Riverside, State of California, by and between the Alvord Unified School District, hereinafter referred to as "District" and **First Student, Inc.**, hereinafter referred to as "Student Transportation Provider" or "Vendor".

WITNESSETH:

That the District and Vendor, for the consideration stated herein, agree as follows:

1. **Contract:**

The complete contract includes all RFP documents, all of the contract documents, including the Notice Inviting Proposals, RFP No. 1819-0613, all proposal addenda, the submitted proposal, all negotiation documents, any resultant purchase order(s), District's Terms and Conditions, Special Conditions if any, Specifications, Attachments, Exhibits, if any, this Agreement, and all modifications and amendments thereto, and by this reference are incorporated herein. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. **Scope of Services:**

Vendor shall perform within the time set in the Notice to Proceed, everything required to be performed, and shall provide and furnish all the personnel, labor, materials, necessary tools, equipment, and services, as described in all the documents of **RFP No. 1819-0613, Student Transportation Services**. Services shall be provided and performed in strict accordance with all such specifications and provisions described in Section 1 above, Contract. The Vendor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

3. **Compensation:**

District shall pay to the Vendor, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the RFP document, an estimated total sum of **(\$5,129,893.00) Five million one hundred twenty-nine thousand eight hundred and ninety three dollars**, said sum being the estimated total amount agreed upon resulting from Vendor proposal dated May 2, 2019;

4. **Contract Term:**

The term of the contract is July 1, 2020 and shall continue through June 30, 2021 be renewed annually at the sole option of the District, for a maximum of five (5) years (year 2 of 5). The District reserves the right to terminate this contract in accordance with the cancellation terms stipulated in the RFP documents.

5. **Indemnification:**

The Vendor agrees to and does hereby indemnify and hold harmless the District, its officers,

agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Vendor or any person, firm or corporation employed by the Vendor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent Contractors who are directly employed by the District, and except for liability resulting from the active negligence of the District.
- (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Vendor, or any person, firm, or corporation employed by the Vendor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Vendor, either directly or by independent contract, and not by the active negligence of the District.
- (c) Vendor, at Vendor's own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, or any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

6. **Insurance:**

Vendor, at Vendor's sole cost and expense, shall provide and maintain in full force and effect, from the commencement or services until expiration of this Agreement, insurance as called out in District's RFP No. 1819-0613.

All insurance shall be with a California Admitted Insurer who has a rating of A: VII or better, unless otherwise agreed to by the District, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858 and authorized to conduct business in the State of California. Minimum coverages shall be as called out in RFP documents.

7. **Corporate Status:**

If Vendor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____ whose title is _____ is authorized to act for and bind the corporation.

8. **Required Provisions:**

Each and every provision of law and clause required by law to be inserted in this Contract shall be

deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

9. **Notices**

All notices, demands, and documents required pursuant to the terms hereof shall be in writing and shall be delivered in person or by certified or registered mail, return receipt requested, with postage prepaid, at the addresses set forth below for each party: Notices shall be effective as of the date of receipt by the addressee. The address to which notices, demands and documents may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

District:

Alvord Unified School District
9 KPC Parkway, 3rd Floor
Corona, CA 92879

Vendor:

First Student, Inc.
13200 Crossroads Park, Suite 450
City of Industry, CA 91746

Copy to:

Alvord Unified School District
Attn: Mr. Kevin Emenaker,
Executive Director, Administrative Services

First Student, Inc.
Attn: Alessia Morris
Area General Manager

10. **Entire Agreement**

The complete contract as set forth in Paragraph 1 of this Agreement, "Contract", constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this contract exists between the parties. This contract can be modified only by an agreement in writing, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

District:

Firm:

By: _____

By: _____

Kevin Emenaker

Title: Executive Director, Administrative Svcs.

Title: _____

Date: _____, 20

Date: _____, 20

Additional Contractual Terms

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

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

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

End of Agreement
(Subject to Change by District)