



**REQUEST FOR PROPOSAL
RFP GP152122**

**ADDITIONAL TRANSPORTATION SERVICES
FOR SPECIAL EDUCATION PUPILS**

**EAST SIDE UNION HIGH SCHOOL DISTRICT
830 North Capitol Avenue
San Jose, CA 95133-1316**

RFP DUE DATE: 5:00 pm, May 23, 2022

Notice to Vendors

The Board of Trustees of the East Side Union High School District (ESUHSD) is requesting proposals for the award of a contract to provide Additional Transportation Services for Special Education Pupils which includes ambulatory and wheelchair accessibility for route in which ESUHSD are unable to transport in accordance with the minimum specifications included herein.

PlanetBids is a web enabled procurement and electronic bidding system. In order to begin bidding for this RFP the Vendor must first register, for free, online:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=24763>

As a registered and approved vendor within our vendor database, you will be automatically notified of bid alerts, bid changes or updates and addenda. All bid related information is located within the different tabs of the bid detail. Only applicable tabs will be available within the bid.

To download a copy of the line item, register and login to PlanetBids, double click on the Project Title you wish to bid on. Once the bid is open select the Line Items tab. In the top right corner click on Export. Save file under desired folder and name.

All necessary documentation for this RFP can be downloaded via the PlanetBids website. All proposal documents must be posted to PlanetBids on or before **5:00 PM, May 23, 2022**.

Contact Person: Phuong Nguyen/ Senior Contract Specialist
Phone: 408-347-5073

Paper RFPs will not be accepted. We are only accepting electronic RFPs via PlanetBids.

No vendor may withdraw any proposal for a period of ninety (90) calendar days after the date set for the receiving of the proposal.

ESUHSD will review the responses, contact references, and complete a weighted scoring matrix for each respondent vendor.

ESUHSD reserves the right to accept or reject any item or group(s) of items of a proposal. ESUHSD also reserves the right to waive any minor informality or irregularity in any Proposals. Additionally, ESUHSD may, for any reason, decide not to award an Agreement as a result of this RFP.

There will not be a formal public bid opening for this RFP. After the recommendation for contract award is submitted to the Board of Trustees for approval, all proposals will be available for public review.

For assistance with eBidding, please refer to the eBidding User Guide. To locate the eBidding Users Guide, click on "Place eBid". After you have accepted the terms and conditions, click the

“?” (Red question mark) located at the upper right of the page to access the PlanetBids Support Page. Here you can view Frequently Asked Questions, download the eBidding Users Guide or open a support ticket for further assistance.

The User Guide can be downloaded from the vendor portal or by following this link:
<https://www.planetbids.com/UsersGuides/PlanetBids%20BidsOnline%20Users%20Guide.pdf>

If you are having technical issues downloading or submitting your bid documents please contact Planet Bids Directly at (818) 992-1771.

Proposed Timeline

The following is the anticipated Proposal and engagement schedule. ESUHSD may change the estimated dates and process as deemed necessary.

May 6, 2022	Publish Request for Proposals
May 16, 2022	Last day for submission of inquiries and/or clarifications (by 1:00 PM)
May 23, 2022	Proposals Due electronically only on PlanetBids by 5:00 P.M.
June 23, 2022	Board of Trustees Meeting
July 1, 2022	Contract start date

Addenda

The ESUHSD may modify this RFP, any of its key action dates, or any of its attachments, prior to the bid submittal date. Addenda will be numbered consecutively as a suffix to the RFP Reference Number. It is the Bidder's responsibility to ensure they have incorporated all addenda. Failure to acknowledge and incorporate addenda will not relieve the Bidder of the responsibility to meet all terms and conditions of the RFP and any subsequent addenda.

Inquiries and/or Clarifications

Any requests for clarification of the RFP shall be made via PlanetBids, under the “Q&A” tab, no later than **May 16, 2022 at 1:00 PM.**

<http://www.planetbids.com/portal/portal.cfm?CompanyID=24763>

ESUHSD is responsible only for what is expressly stated in this RFP and any authorized written addenda thereto. ESUHSD is not responsible for and will not be bound by any person not authorized to act on its behalf.

As of the issuance date of this RFP and continuing until the final date for submission of proposals, contact with ESUHSD employees is strictly limited. All personnel representing ESUHSD are specifically directed not to hold meetings, conferences or technical discussions with any vendor for purposes of responding to this RFP. Any vendor found to be acting in any way contrary to this directive will be disqualified from entering into any contract that may result from this RFP.

Submission of RFP

Please review this RFP carefully before responding to ensure that you understand fully all procedural, system, and contractual requirements are fully understood. Failure to adhere to all requirements will disqualify the proposal.

Evaluation Criteria

The award of contract, if made by ESUHSD, will be the evaluation of Proposals in accordance with the following matrix on the basis of the completeness of the proposal for services, ability to meet minimum requirements the cost of services, and the qualifications of the firm as evidenced by demonstrated experience and references. While price will be a substantial factor in awarding the contract for services, ESUHSD expressly reserve the right to select a proposal that does not represent the lowest cost for services but presents the best perceived benefit to ESUHSD in the ESUHSD'S sole discretion. (EC 39802).

RFP Evaluation Criteria	Value
Price	40%
Qualifications	30%
Training	10%
Bus Availability	10%
Past Litigations /References	10%
Total	100%

District Overview

ESUHSD encompasses a 180 square mile area of San Jose, bordering on "Silicon Valley" in Santa Clara County. It is one of California's largest high school districts (grades 9-12) with an enrollment of over 22,000 students. ESUHSD operates twelve comprehensive high schools, one continuation high school, two alternative schools and several charter schools. The charter schools serve an additional 1,745 students. ESUHSD also administers an Adult Education Program that serves over 8,100 adults.

ESUHSD operates approximately twenty (20) school buses each day to carry more than 550 students safely to and from school. Our drivers log more than 400,000 miles annually, operating in a safe, efficient manner from our District Office.

Our Transportation Departments manages an average of 100 routes daily, the majority of our routes are special education, and we also contract out our transportation services on an as needed request. Within our own District, we service 13 high schools, 10 Non Public Schools (NPS) and 2 alternative schools. In addition to our own District we also service approximately 20 County programs.

Our department staff consists of our Director of General Services, our Transportation Operations Manager, twenty (20) bus drivers, two dispatchers, one part time instructor and two mechanics.

The major highway routes running north and south through ESUHSD are U.S. Highways 101, 280 and 680. State Highways 85 and 87 are the other major arteries of ESUHSD.

Purpose of the Proposal

The East Side Union High School District (ESUHSD) is issuing this Request for Proposal (RFP) from interested and qualified vendors (herein referred to as the "Carrier") to provide Additional Transportation Services for Special Education Pupils which includes ambulatory and wheelchair

accessibility for routes ESUHSD is unable to transport. Carrier services will include vehicles, drivers, fuel, repairs and service, and all necessary inspections, licensing and certifications sufficient to meet the requirements of the contract. The carrier shall provide route planning needs and will serve as a focal point for the dissemination of route and schedule information to school officials, families, and students.

A. Coordination of Transportation

ESUHSD will appoint a Transportation Representative who will regularly consult with the Contractor to insure efficient communication between the District and Contractor. The District Representative will review and approve billing, provide adjustments to routing and inform Contractor of any changes in Transportation services.

ESUHSD reserves the right to make changes in bus routes, scheduling, bus stops, and pupil pick-up locations when such changes are in the best interest of pupils and ESUHSD.

B. Operating Requirements / Contractor Requirements for School Year

ESUHSD has regular, non-contact and extended school year (ESY) schedules. There are 180 days for regular school year and 20 to 55 ESY days. Non-contact days are throughout the fiscal school year which begins July 1st and ends June 30th.

C. Management at the Terminal

1. Terminal

The Contractor shall maintain and operate a maintenance and dispatch terminal that is sufficient to service buses and drivers under the Responsive Proposal. The maintenance facility shall comply with all Environmental Protection Agency (EPA), local, state and federal regulations. The terminal must be in the local San Jose area within 20 minutes from ESUHSD boundaries. Contractor must provide ESUHSD with their Annual California Highway Patrol Terminal Inspection with a satisfactory rating.

2. Terminal/Office Staffing

The Contractor' terminal must be open and operated by either the manager or dispatcher from 6:00 AM or by the start time of the first route out in the morning. The terminal must be open until the last bus/van returns each day. The Contractor will designate one person for 24/7 contact by cell phone for emergencies.

Contractor will be required to sign a confidentiality agreement with ESUHSD for access to student information.

3. Technology support

The Contractor shall provide its maintenance and dispatch terminal with technology necessary to communicate with ESUHSD Transportation Department, individual schools, and Contractor drivers. Communication tools should include – local telephone number, FAX, two-way radio, internet scanning capability and any other technology Contractor feels necessary to conduct business with ESUHSD. Bus cameras and GPS are desirable. If buses/vans include camera and/or GPS, ESUHSD has the right to review information upon request.

Contractor can have access to ESUHSD routing program – view only.

4. Transportation Safety Plan

The Contractor shall provide a copy of their Transportation Safety Plan upon request. Plan must include latest requirements including Senate Bill 1072 – Child Check System.

5. Driver Training

The Contractor shall provide qualified training for all school bus drivers, van drivers and personnel associated with ESUHSD contract. The Contractor must maintain current, accurate records supporting all training activities. The Contractor shall provide all required credentialing for all school bus drivers, substitute school bus drivers, van drivers and Contractor employees. Supporting documentation must be available upon request by ESUHSD. The Contractor must have written documentation on criminal record search in accordance with California Education Code. Driver records and credentials shall be available for inspection upon request by ESUHSD. Driver records are to include California Driver License, (CDL) Class B License, and Passenger Endorsement, School Bus Endorsement (S), Medical Certificate (DL51A), Department of Motor Vehicle pull notice and First Aid certification. Contractor must have a completed description of training hours documented on T-01 and T-02.

Contractor will conduct and document all school bus driver proficiencies and provide to ESUHSD upon request.

Contractor must provide description of any additional training provided above and beyond California Department of Education, California Highway Patrol and Department of Motor Vehicle minimum requirements.

ESUHSD has the right to review any credentials upon request.

D. Routing and Scheduling

1. Route Identification

ESUHSD will designate the type of vehicle for all routes – ambulatory school bus, wheelchair school bus or van. The Contractor is to bill according to ESUHSD's designation. If the Contractor does not have enough equipment available for a specific route identification, the Contractor can only bill based on ESUHSD's vehicle designation.

2. Designation of School Bus Routes and Stops

ESUHSD shall designate all routes and stops. The current routing program is TransTraks. Contractor shall follow designed instructions. If physical or traffic conditions require a change to the established route, Contractor must receive prior approval from ESUHSD representative for alternate route.

Prior to the start of service (each school year), the Contractor shall contact ESUHSD's Transportation Representative for the assignment of routes and schedules. Route information will include vehicle requirement, specific route instructions and times. Some routes will include specific student information identified in the student's Individual Education Plan (IEP). Examples are: wheelchair, buckle guard, harness, oxygen, escort and runner.

To the best of ESUHSD's ability all designated stops should be on the right-hand side of the road. If escorting is needed, all provisions of the law shall apply. Contractor shall use escort requirements for both school buses and vans.

3. Updating of Routes and Schedules

EUSHSD updates routes on a regular basis. ESUHSD will notify the Contractor of these changes and will provide route information and instructions as changes occur. These changes will be provided to the Contractor via email.

It is the Contractor responsibility to notify ESUHSD Representative of any student “no show”. ESUHSD defines “no show” as three consecutive days the student doesn’t ride and no call from guardian. It is ESUHSD’s responsibility to update route and route times. The Contractor shall notify ESUHSD immediately any time an ambulatory “bus” route falls below five (5) students.

ESUHSD has an expectation to limit student ride time to a reasonable level. When actual ride time is fifteen (15) minutes or greater than planned ride time – ESUHSD must be notified immediately.

ESUHSD reserves the right to change routes from a “school bus route” to “van route” and vice versa at any time. Routes will be charged at the ESUHSD designated route identification rate.

ESUHSD and Contractor must mutually share student absence information as needed.

4. Unsatisfactory Service

ESUHSD will provide Contractor with a written notice of unsatisfactory service on any route or schedule. The Contractor shall investigate and reply to ESUHSD Transportation Representative within twenty-four (24) hours. Depending on the severity of issue, route adjustment to staffing and/or equipment will occur within an ESUHSD approved time.

5. Unscheduled School Closing

ESUHSD is not obligated to pay for any services provided on non-student contact days unless ESUHSD representative authorizes service.

ESUHSD occasionally has emergency school closures. Contractor must coordinate with ESUHSD to ensure route coverage.

E. Vehicle Requirements

1. Compliance

While performing the services and duties required under this contract, the Contractor agrees to comply with all provisions included in California Department of Education (CDE), California Highway Patrol (CHP), Department of Motor Vehicles (DMV), City of San Jose and County of Santa Clara relating to vehicle requirements.

All vehicles used by Contractor must have CHP approval (CHP 292) prior to commencement of service.

2. Replacement Availability

The Contractor shall have a plan to provide vehicle replacement within twenty (20) minutes if a vehicle become disabled.

3. CHP Rating

Prior to commencement of contract Contractor must provide ESUSHD with their Annual California Highway Patrol Terminal Inspection with a satisfactory rating. If there is any

change to terminal rating during the contact year, Contractor must notify ESUHSD immediately and provide the most current inspection report.

4. Ambulatory Requirements

- Ambulatory buses shall be equipped with appropriate seat belts and air conditioning
- Contractor shall provide adaptive devices such as harnesses, vests and buckle guards as needed.

5. Wheel Chair Requirements

- All wheelchair buses must be equipped with air conditioning.
- All wheelchair buses must have the appropriate tie down and ratchets
- Contractor will be liable for any damage caused to wheelchair as a result of improper handling and/or securing.
- Bus electro hydraulic loading platforms or other type of elevator platforms must be located on the right side (passenger side) of the bus.
- Wheelchair buses must be equipped with a warning device that is activated when the ramp door is open or the ramp is in the extended position.

6. Senate Bill 1072-Child Check System

Contractor shall provide ESUHSD with assurance that Senate Bill 1072 is fully implemented and meets all regulations.

7. Required Modification of Equipment

Contractor shall implement all new regulations required in the service of transporting ESUHSD students. All costs of such required installation or modification shall be borne by the Contractor and shall not interfere with service to ESUHSD.

8. Inspection and Regular Service Interval

All buses must be cleaned and inspected daily. Daily inspection includes, but is not limited to DMV, CHP and CDE standards. Records of such inspections shall be maintained by the Contractor, and made available to ESUHSD upon request. The Contractor is responsible for all costs associated with the inspection and certification of their terminal.

ESUHSD may inspect a Contractor's bus at any time with or without advanced notice. A bus not passing the daily inspection shall not be utilized to transport pupils. The vehicle shall not be used until a satisfactory rating is met. A satisfactory rating means the vehicle meets all provisions of the law.

A regular schedule for vehicle service consistent with the manufactures' recommendations and fleet maintenance stands shall be maintained.

9. Bus Cleanliness

The buses shall be cleaned each day, and throughout the day as required. This will ensure a healthy and safe environment for pupils. Any requirements identified in an Individual Education Plan (IEP) shall be provided by Contractor.

10. Bus Capacity

Buses shall not exceed the CHP Inspection Approval certificate (CHP 292) carrying capacity. No bus shall transport students in excess of its rated capacity.

11. Radio Communication

The Contractor shall provide and maintain at their expense a two-way clear channel communication network. There shall be sufficient capacity for communication between

each bus and the Contractor's terminal. The Contractor shall provide a radio to ESUHSD if requested.

12. Bus Signage

All vehicles under contract for daily transportation of pupils must bear the Contractor's name on both sides. School buses must bear the California identification number.

13. Safety Equipment

Buses and vans will be fitted with the required safety equipment meeting the provisions of law. Fire extinguisher, first aid kits and reflectors as a minimum. School buses and vans that escort students shall have the required "STOP" sign.

14. School Bus Safety Training

The Contractor will maintain an ongoing school bus safety program which shall meet quarterly at a minimum, which will inform and remind bus drivers of safety procedures. Each Contractor will submit minutes of the last year's safety meetings and attendance with its proposal submission upon request.

F. Requirements for Drivers

1. Driver Requirements

All personnel assigned to perform under this contract shall be subject to continuous approval by ESUHSD.

2. License

• **School Bus**

All school bus drivers are required to have the appropriate class California driver's license (CDL), Class B, passenger (P) endorsement, school bus (S) endorsement and a current California Special Driver Certificate (DL45). Drivers must also have a current medical (DL51) and first aid requirements.

• **Van**

All van drivers are required to have a minimum California driver's license (CDL), Class C or better. If van is more than ten (10) passengers the driver must have CDL Class B and passenger (P) endorsement.

ESUHSD has the right to request school bus driver or van driver credentials at any time while driver is on duty for ESUHSD.

3. Drug Screening, Background Checks

The Contractor shall maintain drug screening protocols, and conduct criminal record checks on all drivers. Contractor must maintain employment records as required by local state and federal regulations. The Contractor must conduct all required criminal fingerprinting, Department of Justice form DOJ22, prior to a driver providing service to ESUHSD. Drivers must pass the state and federal requirement.

The Contractor will be solely responsible for the submission and cost of criminal record checks. No individual who has a felony conviction may be used as a bus driver or van driver by the Contractor under ESUHSD'S contract. ESUHSD has the right to and may excluded any school bus driver with a past criminal history of driving under the influence.

4. TB Test

All Contractor drivers must meet TB test requirements at the Contractors expense.

5. Tobacco Use

Bus and Van drivers may not use any tobacco products while transporting pupils at any time, while alone on the bus or on ESUHSD property.

6. Driver Information

The Contractor shall provide the following information to ESUHSD upon request.

- Name
- Bus number
- ESUHSD Route number assignments
- Satisfactory evaluation

7. Requirements

All drivers shall be of good health, reputable character, and exhibit an ability to work cooperatively with pupils, pupils' families, ESUHSD, and members of the public.

All drivers shall dress professionally while representing ESUHSD.

All drives will enforce those rules of behavior required by ESUHSD and the Contractor. The Contractor's designee shall report in writing to ESUHSD on a form provided by the Contractor. The form will include student name and offenses of the pupil(s) who fail to abide by the expected rules of behavior. If there are multiple students involved, there must be one complaint form per student.

Drivers are not allowed to leave the school bus or van unattended unless an authorized employee of the Contractor or ESUHSD is present.

A driver does not have the authority to refuse transportation to any eligible pupil, nor does a driver have the authority to remove a pupil from the bus.

Drivers shall not be permitted to carry any person, other than pupil(s) assigned to the bus. Exceptions to this are:

- Peace officer
- Teacher
- Contractor trainer
- Contractor supervisor
- ESUHSD representative
- Authorized bus monitor

There shall be NO unauthorized stops during ANY route. Authorization shall be provided by Contractor manager or dispatch.

8. Safety Vests, Car Seats, Etc.

It shall be the driver's responsibility to see that car seats, seat belts, safety vests, safety vest straps or wrist restraints are properly adjusted and fastened. The driver shall ensure all safety equipment is in proper condition and used at all times. At NO time shall a student be transported without their safety equipment – vest, seatbelt, buckle guard. The driver shall ensure the safety equipment is in proper use for the duration of the trip.

9. Wheelchairs

Electric wheelchairs must be in the "OFF" position and brakes in the locked position for loading and unloading safety. All wheelchair brakes must be adequately in a locked position during loading and unloading procedure on the platform. Student must be secured with seat belt during entire transportation process. Wheelchair brakes must be in a locked position during transport. Pupils transported in wheelchairs must be secured according to state standards. Drivers must double check securements prior to putting bus in motion. The Contractor shall notify ESUHSD of any student equipment not in proper transport condition. Contractor shall make certain that all wheelchairs meet standard wheelchair safety requirements for transporting students to and from school. Contractor shall ensure parent maintains all equipment and any unique restraints required for safe transportation. This includes but is not limited to – brakes, seatbelt, anti-tip bar, and lap or chest seatbelt.

10. Meetings regarding Students

Upon request, a qualified representative from the Contractor shall attend IEP (Individual Educational Plan) meetings and behavior conferences and/or other meetings upon request of ESUHSD.

11. Personal Items

Use of personal electronic devices for personal use is prohibited during “on duty” time. Bus service is never to be interrupted or delayed by drivers handling personal business.

12. Rights Reserved

ESUHSD reserve the right in their sole determination and discretion to prohibit a Contractor’s driver from an ESUHSD route deemed unsuitable for any reason. ESUHSD agrees to document the issues in writing to the Contractor.

G. Accidents

Contractor shall notify ESUHSD immediately by telephone any time they are involved in an accident. Written documentation must be received within twenty-four (24) hours of said accident. All reporting requirements must be followed in accordance to regulation.

If an ambulance is dispatched Contractor supervisor MUST report to accident site to assist with protocol. Contractor supervisor is to provide detailed information to ESUHSD designated representative.

Contractor does not represent ESUHSD in these matters.

H. Emergency Plan

Emergency plan will be provided by the Contractor and reviewed with ESUHSD prior to service start date.

I. Bus Route Pricing

Contractors are to download the electronic version of the following form, Exhibit 4, from ESUHSD’s website (see below) and enter their pricing on the electronic form. See Attachment D for Route examples. If Contractor do not use ESUHSD forms to complete their proposal, Contractor may be considered non-responsive and proposals will be rejected.

Additional Charges

- All additional charges must be identified outside the definition of School Bus Route and Van Route.
- Examples of additional charges are:
 - Dry Run – practice route prior to first day of running the route.
 - Mid-Day charge – routes that have mid-day runs
 - Excess Time – charge for any route over 6 hours
 - Fuel Charge – added charge for fuel when price per gallon exceeds an identified cost
- Contractor must define in detail how the additional charges are established.
 - Example: Dry Run - 2 hours at \$10.00 per hour per route.

Price Increase

Route pricing will remain the same for the duration of the contract.

J. Proposed Cost

Carriers are to download the electronic version of the following form, **Exhibit 4**, from PlanetBids. See **Attachment C** for examples of Routes. If Carriers do not use ESUHSD forms to complete their proposal, Carriers may be considered non-responsive and proposals will be rejected. The day shall be considered to mean those operational hours to pick up pupils at home, deliver them to school, retrieve them from school and return them to home.

K. Proposed Inventory of Buses

Proposed Inventory of Buses and Property Summary Form **Exhibit 5** will be the inventory of buses to be used in the first year of contract. This listing shall include the make of the bus and bus body, year of the bus, manufacturer, capacity, present mileage, and condition for each bus, license plate number, and date of last CHP inspection.

L. Carrier Personnel

All personnel assigned to perform under this contract shall be subject to continuous approval by ESUHSD. All drivers employed by the Carrier to provide service in this Agreement shall have and maintain valid California School Bus Driver Certification. All drivers shall be subject to a background check prior to the beginning of this contract and once every three years thereafter to the extent allowed by law. All crimes committed by the drivers shall immediately be communicated to ESUHSD.

Any and all information given to drivers regarding pupils is to be considered confidential and under no conditions shall this information be used to invade privacy rights of the pupils, their parents, guardians or care givers. Any breach of confidentiality may result in removal from ESUHSD routes. All information or old route sheets shall be shredded.

ESUHSD would like to have the successful Vendor offer other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, the right to purchase the identical item(s) at the same price and at the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code. ESUHSD waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause will not affect the outcome of this RFP.

Carrier's Cost

Expenses incurred by the Potential Carrier for preparing proposal is entirely the responsibility of the Carrier and shall not be chargeable to the ESUHSD.

Price Adjustments

Prices for the services listed in **Exhibit 4** shall remain unchanged for twelve (12) months following the effective date of the contract. The Carrier shall have the right to request a price adjustment only thirty (30) days prior to the end of the contract term. During this thirty (30) days period, the Carrier may submit a request in writing to ESUHSD for a price adjustment that is consistent with and relative to price changes originating with and compelled by market trends and which changes are outside of the Carrier's control. The Carrier must fully document its request, attaching to the request, without limitation, such market data, to support the requested adjustment. ESUHSD may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the end of the next contract term.

Errors and Omissions

If a Carrier discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its attachments, he/she shall immediately notify ESUHSD of such error in writing and request modification or clarification of the document. Modifications will be made by addenda. Clarifications will be given by written notice to all parties who have been furnished or who have requested a RFP for proposing purposes, without divulging the source of the request for same.

If a Carrier fails to notify ESUHSD prior to the date fixed for submission of proposals of an error in the RFP known to him/her, or an error that reasonably should have been known to him/her, he/she shall propose at his/her own risk, and if he/she is awarded the contract, he/she shall not be entitled to additional compensation or time by reason of the error or its later correction.

Exceptions

If a Carrier takes exception to any part of this RFP, including but not limited to specifications of the Insurance, Administrative and Legal Requirements, as written, here in or as amended by any addenda subsequently issued, must be done in writing. Said exceptions must be submitted with the proposal. Failure to do so will be construed as acceptance of all items.

Organization of RFP

Proposal responses are to be organized simply, economically and will be submitted in the specific order as defined below:

1. Executive Summary & Narrative:
 - a. The executive summary should contain an outline of your professional transportation of pupil services, philosophy and business approach, along with a brief summary of your firm's history and qualifications to engage in a professional relationship with ESUHSD.
 - b. The narrative may include the following: firms experience with public educational projects, preferably with public high school districts; scope of projects; and additional data about the firm as it may relate to this RFP.

2. Copy of Safety Training/Meeting Minutes
3. Exhibit 1 - General Vendor Information/Signature Page (Required ESUHSD form in PlanetBids)
4. Exhibit 2 – List of References: Provide at least three (3) K-12 educational client references for which other school districts that have performed similar services from you within the last three years (Required ESUHSD form in PlanetBids)
5. Exhibit 3 – Fingerprinting Requirements (Required ESUHSD form in PlanetBids)
6. Exhibit 4 – Vehicle Routes Pricing (Required ESUHSD form in PlanetBids)
7. Exhibit 5 – Proposed School Bus Inventory and Property Summary (Required ESUHSD form in PlanetBids)
8. Exhibit 6 – Certificate of Nondiscrimination (ESUHSD provide form)
9. Exhibit 7 Conflict of Interest (ESUHSD provide form)
10. Exhibit 8 – Noncollusion Declaration (ESUHSD provided form)
11. W-9
12. Certificate of Liability Insurance (Insurance to be endorsed to ESUHSD upon award)

Bids Become the Property of East Side Union High School District

Proposals become the property of ESUHSD and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award. ESUHSD reserves the right to make use of any information or ideas contained in the proposal.

Confidential Material

Carriers must notify ESUHSD in advance of any proprietary or confidential material contained in the proposal and provide justification for not making such material public. ESUHSD shall have sole discretion to disclose or not disclose such material subject to any protective order which Carrier may obtain.

Reservations

With respect to this RFP, ESUHSD reserves certain rights at any time as follows:

1. Reject any proposal without indicating any reason for such rejection;
2. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal, or in the RFP process, or as part of any subsequent contract negotiation;
3. Request that carriers supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
4. Request the carrier to make an oral and/or written presentation if more information is deemed necessary;
5. Terminate this RFP and issue a new RFP;
6. Modify the selection process, the specifications or requirements for materials or services, or the content or format of the proposals;
7. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
8. Negotiate with any or none of the carriers;
9. Modify the final contract from terms described in this RFP;
10. Terminate failed negotiations with a carrier without liability, and negotiate with other carriers;
11. Disqualify any carrier on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to ESUHSD;

12. Request that services be provided by certain staff of a carrier, or request that certain staff of a carrier be excluded from providing services as determined by ESUHSD to be in its best interest;
13. Reject a carrier's proposal where the carrier is in breach of, or in default under, any other agreement with the ESUHSD;
14. Award multiple contracts if it is deemed necessary to provide the specified services.

Cancellation

This solicitation does not obligate the ESUHSD to enter into an agreement. ESUHSD retains the right to cancel this RFP at any time, should the project be canceled, ESUHSD loses the required funding, or it is deemed in the best interest of ESUHSD. No obligation, either expressed or implied, exists on the part of ESUHSD to make an award or to pay any cost incurred in the preparation or submission of a proposal.

Award of Contract

Award, if any, will be to the Carrier(s) whose proposal best complies with all of the requirements of the RFP documents and any addenda. Purchase order shall be awarded to the carrier(s) whose offer is determined to be the most advantageous to ESUHSD from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by Purchasing to be in the best interests of ESUHSD and, as such, will not be determined by price alone and may not be the lowest bid especially where services are of utmost importance.

Prior to award, ESUHSD will require submittal of certifications, documents and assurances from Carrier which will include, but may not be limited to the following:

1. Will be required to furnish a certificate of compliance issued by the California State Highway Patrol certifying that all vans and buses proposed to be furnished are in compliance with said provisions of the Vehicle Code and Regulations of the State Board of Education
2. Written statement regarding the carrier's training and safety programs for bus drivers and safety minutes.
3. Written statement regarding the respondent's recruitment programs to hire and retain bus drivers.

In addition, ESUHSD personnel may wish to visit the vendor's offices to view the facilities and meet the staff, prior to award.

ESUHSD reserves the right to negotiate any terms and conditions in the RFP responses received, to reject any or all responses received, and to waive any informality or minor defects in responses received.

Contract Term

The term of the contract shall commence upon ESUHSD execution of contract, tentatively scheduled for July 1, 2022 and continue through and including June 30, 2023 and may be renewed for four (4) additional 1-year renewal periods based on funding, pricing and performance.

Contract Renewal

ESUHSD will issue a contract that will have rates firm for the initial term of the contract. Pricing changes may be considered by ESUHSD for additional contract terms; however, ESUHSD may cancel the contract if a requested price change is not acceptable. All contract renewals must be done in writing.

Execution of the Contract

The contract shall be signed by the Carrier and returned, along with the required attachments to ESUHSD within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate ESUHSD officials. Any work performed prior to receipt of a fully executed contract shall be at Carrier's own risk

Failure to Execute the Contract

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful carrier refuses or fails to execute the contract, ESUHSD may award the contract to the next qualified highest ranked Carrier.

Performance Failure

If the Carrier fails or neglects to furnish any of the services listed herein at the prices quoted and at the time and places stated or persistently fails to furnish safe and satisfactory equipment or otherwise does not comply with the terms of the contract ESUHSD may, upon written notice to the Carrier, cancel the entire contract or cancel or rescind any or all items affected by such default; and may, regardless of the type of cancellation, procure services elsewhere without notice to the Carrier. The prices paid by ESUHSD at the time such services are procured shall be considered the prevailing market prices. ESUHSD shall collect any extra cost incurred by default from the Carrier.

Force Majeure

The Carrier acknowledges ESUHSD is not liable for interruption of services due to any of the following causes, to the extent beyond its reasonable control: acts of God, accidents, riots, war, terrorist acts, epidemic, pandemic, quarantine, civil commotion, government order or law, and natural catastrophes.

Termination of Contract

The ESUHSD may terminate the contract at any time for any reason with 30 days notice to the carrier.

Payments/Invoicing

The ESUHSD will only pay by original invoice. Invoices must be made out to ESUHSD and sent to the district office or sent electronically to the Accounts Payable department at accountspayable@esuhsd.org. Invoices **must** show purchase order number, description of items purchased or services rendered, unit prices, and all applicable taxes. Invoices not including the proper purchase order number may experience delayed payment. Payment will be made on completion of order. ESUHSD payment terms are Net 30.

Purchase orders are required for all items purchased/services rendered.

Indemnification and Insurance Requirements

Indemnification. The Carrier will agree to indemnify, defend, and save harmless the ESUHSD, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses resulting to any person, firm, or corporation who may be injured or damaged by the Provider in the performance of this agreement.

Insurance. The Carrier will maintain general liability insurance, automobile coverage, and workers compensation coverage in such an amount as specified in **Attachment B**. ESUHSD shall be named as additional insured on a separate endorsement with respect to the general liability coverage. The Provider agrees to provide copies of the required policies of insurance to ESUHSD. A certificate of insurance or letter is required from vendor's insurance broker indicating compliance or ability to comply with the insurance requirements as stated below shall be provided with vendors' proposals. Actual certificates and additional insured endorsements naming ESUHSD as additional insured will be required to be delivered prior to execution of the final contract.

Administrative and Legal Requirements

Carriers must meet Administrative and Legal Requirements included in the RFP and as outline in **Attachment A**.