



**REQUEST FOR PROPOSAL
RFP GP112324**

**ADDITIONAL INDIVIDUAL TRANSPORTATION FOR SPECIAL
EDUCATION PUPILS**

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

RFP DUE DATE: March 4, 2024, 5:00 PM

Notice to Vendors

The East Side Union High School District (ESUHSD) is requesting proposals for the award of service contract(s) for **Additional Individual Transportation for Special Education Pupils** 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 Provider 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.

Copies of the RFP, including forms that need to be completed and submitted, can be downloaded from the PlanetBids website.

All proposals are to be submitted electronically via PlanetBids on or before **March 4, 2024, 5:00 PM**. All necessary documentation for this RFP can be downloaded via the PlanetBids website.

Contact Person: Phuong Nguyen
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 proposal submittal deadline. A successful respondent Vendor shall not be relieved of the proposal submitted without the District's consent, which relief the District may grant or deny in its discretion.

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, or to reissue the RFP.

There will not be a formal public opening for this RFP. After the recommendation for the purchase order contracts 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 timeline of events for this RFP. ESUHSD may change the estimated dates and processes as deemed necessary.

February 8, 2023	Release of Request for Proposals
February 22, 2024	Last day for submissions of questions and/or clarifications on PlanetBids by 1:00 PM
March 4, 2024	Proposals Due electronically only on PlanetBids by 5:00 PM
April 18, 2024	Present to the Board of Trustees to award.
July 1, 2024	Contract Start Date

Addenda

The ESUHSD may modify this RFP, any of its key action dates, or any of its attachment, prior to the proposal submittal date. Addenda will be numbered consecutively as a suffix to the RFP reference number. Addenda shall be available for public view on PlanetBids. It is the Respondent Carrier’s responsibility to ensure they have incorporated all addenda. Failure to acknowledge incorporated addenda will not relieve the Respondent Carrier of the responsibility to meet all terms and conditions of this RFP and any subsequent addenda.

Inquiries and/or Clarifications

Any requests for clarification of the RFP shall be made via PlanetBids only, under the “Q&A” tab, no later than **February 22, 2023 1:00 PM.**

All responses to questions/clarifications will be posted to the PlanetBids website. If any addenda are issued, they too shall be posted to the PlanetBids website. It is the Respondent Carrier’s responsibility to review PlanetBids for any responses and/or addenda.

If any addenda are issued, they too shall be posted to the PlanetBids website. It is the Respondent Carrier’s responsibility to review PlanetBids for any responses and/or addenda.

ESUHSD is responsible only for what is expressly stated within 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 Carrier for purposes of responding to this RFP. Any Carrier 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 Proposals

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

Proposals must be submitted no later than March 4, 2024 by 5:00 PM.

Evaluation Criteria

The following is the criteria by which ESUHSD will evaluate proposals submitted in response to this RFP.

RFP Evaluation Criteria	
Deliverables & Specifications	10%
Responsiveness	5%

Costs	80%
Past Relationship with ESUHSD/References	5%
Total	100%

District Overview

East Side Union High School District (ESUHSD) encompasses a 180 square mile area of San Jose, bordering on “Silicon Valley” in Santa Clara County. The enrollment of ESUHSD is approximately 21,148 students.

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

The 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. The District services 13 high schools, 10 Non Public Schools (NPS) and 2 alternative schools. In addition to District programs there are approximately 20 County programs.

The department staff consists of a Director of General Services, a 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 Individual Transportation Services for Special Education Pupils which includes ambulatory and wheelchair accessibility for routes ESUHSD and current transportation carrier are 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 families, and students.

Scope of Work

ESUHSD is requesting for Carriers who will meet the following requirements:

A. COORDINATION OF TRANSPORTATION

ESUHSD will appoint a transportation representative who will regularly consult with the Carrier to ensure efficient communication between the District and Carrier. The District representative will review and approve billing, provide adjustments to routing and inform Carrier of any changes in transportation services.

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

B. OPERATING REQUIREMENTS / CARRIER 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. Office Staffing

The Carrier's must be open and operated by a representative from 6:00 AM or by the start time of the first route in the morning until the last route is completed at the end of the day. The Carrier will designate one person for 24/7 contact by cell phone in case of emergency.

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

2. Technology support

The Carrier shall provide its support staff with technology necessary to communicate with ESUHSD Transportation Department, individual schools, and Carrier drivers. Communication tools should include telephone number, FAX, two-way radio, internet scanning capability, and any other technology Carrier feels necessary to conduct business with ESUHSD. Vehicle cameras and GPS are desirable. If Vehicles include camera and/or GPS, ESUHSD has the right to review information upon request.

3. Transportation Safety Plan

The Carrier shall provide a copy of their Transportation Safety Plan upon request. Plan must include latest requirements.

4. Driver Training

The Carrier shall provide qualified training for all personnel associated with ESUHSD contract. The Carrier must maintain current, accurate records supporting all training activities. The Carrier shall provide all required credentialing for all drivers, substitute drivers, and Carrier employees. Supporting documentation must be available upon request by ESUHSD. The Carrier 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. Department of Motor Vehicle pull notice and First Aid certification are preferred.

D. ROUTING AND SCHEDULING

1. Route Identification

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

2. Designation of Routes and Stops

ESUHSD shall designate all routes and stops. Carrier shall follow designated instructions. If physical or traffic conditions require a change to the established route, Carrier must receive prior approval from ESUHSD representative for alternate route.

Prior to the start of service (each school year), the Carrier 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/aide and/or 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. Carrier shall use escort requirements for all vehicles.

3. Updating of Routes and Schedules

ESUHSD updates routes on a regular basis. ESUHSD will notify the Carrier of these changes and will provide route information and instructions as changes occur. These changes will be provided to the Carrier via phone and a follow-up email from carrier.

It is the Carrier's 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.

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 and Carrier must mutually share student absence information as needed.

4. Unsatisfactory Service

ESUHSD will provide Carrier with a written notice of unsatisfactory service on any route or schedule. The Carrier shall investigate and reply to ESUHSD Transportation Representative within twenty-four (24) hours. Depending on the severity of the 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. Carrier must coordinate with ESUHSD to ensure route coverage.

E. VEHICLE REQUIREMENTS

1. Compliance

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

2. Replacement Availability

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

3. Ambulatory Requirements

- Ambulatory vehicles shall be equipped with appropriate seat belts and air conditioning.
- Carrier shall provide adaptive devices such as buckle guards as needed.

4. Wheelchair Requirements

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

5. Required Modification of Equipment

Carrier 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 Carrier and shall not interfere with service to ESUHSD.

6. Inspection and Regular Service Interval

All vehicles must be cleaned and inspected daily. Daily inspection includes but is not limited to the safety satisfactory ratings of standards. Records of such inspections shall be maintained by the Carrier/driver and made available to ESUHSD upon request. The Carrier is responsible for all costs associated with the inspection and certifications.

ESUHSD may inspect a Carrier's vehicle at any time with or without advanced notice. A vehicle 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 manufacturers' recommendations and fleet maintenance stands shall be maintained.

7. Vehicle Cleanliness

The vehicle 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 to the Carrier.

8. Vehicle Capacity

The vehicle shall not carry more than the student designated for individual transportation.

9. Communication

The Carrier shall provide all communication for ESUHSD with drivers during routes.

10. Vehicle Signage

All vehicles under contract for daily transportation of pupils must be clearly displayed on the vehicle.

11. Safety Equipment

Vehicles will be fitted with the required safety equipment meeting the provisions of law.

12. School Vehicle Safety Training

The Carrier will maintain an ongoing safety program. These records must be available upon ESUHSD 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

All 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 the driver's credentials at any time while driver is on duty for ESUHSD.

3. Drug Screening, Background Checks

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

The Carrier 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 driver by the Carrier under ESUHSD'S contract. ESUHSD has the right to and may exclude any driver with a past criminal history of driving under the influence.

4. TB Test

All Carrier drivers must meet TB test requirements at the Carrier's expense.

5. Tobacco Use

Drivers may not use any tobacco products while transporting pupils at any time, while alone in the vehicle or on ESUHSD property.

6. Driver Information

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

- Name of driver
- Vehicle number or license plate number

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 drivers will enforce those rules of behavior required by ESUHSD and the Carrier. The Carrier's designee shall report any violations/incidents/accidents in writing to ESUHSD on a form provided by the Carrier. 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 vehicle unattended unless an authorized employee of the Carrier 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 vehicle.

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

- Peace officer
- Teacher
- Carrier trainer
- Carrier supervisor
- ESUHSD representative
- Authorized vehicle monitor (aide)

There shall be NO unauthorized stops during ANY route. Authorization shall be provided by Carrier 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 the vehicle in motion. The Carrier shall notify ESUHSD of any student equipment not in proper transport condition. Carrier shall make certain that all wheelchairs meet standard wheelchair safety requirements for transporting students to and from school. Carrier 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 Carrier shall attend IEP (Individual Educational Plan) meeting and behavior conferences and/or other meetings upon request ESUHSD.

11. Personal Items

Use of personal electronic devices for personal use is prohibited during “on duty” time. 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 Carrier’s driver from an ESUHSD route deemed unsuitable for any reason. ESUHSD agrees to document the issues in writing to the Carrier.

G. ACCIDENTS

Carrier 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 regulations.

Carrier does not represent ESUHSD in these matters.

H. VEHICLE ROUTE PRICING

Carriers are to download the electronic version of **Exhibit 7 – Vehicle Route Pricing sheet**, from PlanetBids website and enter their pricing directly on the electronic form. See **Attachment C** for Route examples. **If Carriers do not use our forms to complete their proposal, Carriers will be considered non-responsive and proposals may be rejected.**

1. Additional Charges

- All additional charges must be identified outside the definition of Vehicle 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
- Carrier must define in detail how the additional charges are established.
 - Example: Dry Run - 2 hours at \$10.00 per hour per route

2. Price Increase

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

Contract Specifications

ESUHSD reserves the right to add or delete related items from the contract at any time during the period of the contract. ESUHSD reserves the right to cancel immediately any awarded contract for any reason determined by ESUHSD to be detrimental to the health and welfare of the students and school personnel or that seriously affects the quality of the service. ESUHSD will hold the Respondent Carrier in default if they have caused such condition to arise.

Failure to comply with any of the above requirements will be sufficient cause for the cancellation of the contract.

Term of Pricing

The term of the Fixed Pricing Period shall commence upon ESUHSD execution of the contract, tentatively scheduled for **July 1, 2024**. The period of time that prices quoted herein shall remain in effect for a minimum period of 12 months after bid award. The Carrier must provide in writing any price changes 30 days prior to the annual renewal date. Time extensions may be granted upon mutual consent of all parties involved within the conditions of this bid, but not to exceed five (5) years.

In the event that parties involved consent in contracting time extensions, the following conditions for price adjustments shall apply. Prices bid herein may increase with the mutual consent of parties involved. The effective date of such increase shall be specified in writing by the District. All proposed price increases shall require the submission by the Carrier of the national or regional published price list or printed notices of price changes. All purchase orders placed under this agreement shall be delivered and invoiced at the agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

Respondent Carriers Cost

Any costs incurred by the Respondent Carrier for the development of their proposals are the sole responsibility of the Respondent Carrier and shall not be chargeable to the ESUHSD.

Price Adjustments

Prices for the services 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 Respondent Carrier discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP or any of its attachments, they shall immediately notify ESUHSD of such error in writing and request modification or clarification of the document. Modifications will be made via addenda. Clarifications will be posted to the PlanetBids website, without divulging the source of the request.

If a Respondent Carrier fails to notify ESUHSD, prior to the date fixed for submission of proposals, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall submit proposals at their own risk, and if they are awarded the contract, they shall not be entitled to additional compensation or time by reason of the error or its later correction.

Exceptions

If a Respondent Carrier takes exception to any part of this RFP, including but not limited to specification of the Insurance, Administrative and Legal Requirements as written herein 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 Proposals

Proposal responses are to be organized simply and economically. Each Proposal shall be submitted in the following order with the following documents **ALL ITEMS BELOW ARE REQUIRED IN ORDER FOR THE PROPOSAL TO BE ACCEPTED AS A RESPONSIVE PROPOSAL:**

1. Executive Summary: Each proposal will outline professional transportation of pupil services, philosophy, business approach, and a brief summary of firm's history.
2. Exhibit 1 - General Provider Information & Signature
3. Exhibit 2 - List of References (Required ESUSHD form on PlanetBids)
4. Exhibit 3 - Certificate of Non-Discrimination (Required ESUSHD form on PlanetBids)
5. Exhibit 4 - Non-Collusions Declaration (Required ESUSHD form on PlanetBids)
6. Exhibit 5 - Conflict of Interest Statement (Required ESUSHD form on PlanetBids)
7. Exhibit 6 - Fingerprinting Requirements (Required ESUSHD form on PlanetBids)
8. Exhibit 7 – Vehicle Routes Pricing(Required ESUSHD form on PlanetBids)
9. W-9
10. Certificate of Liability Insurance (Endorsed to East Side Union High School District upon award.)

Proposals Become the Property of ESUHSD

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

Respondent Carrier must notify ESUHSD in advance of any proprietary or confidential material contained in the bid 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 Respondent 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 proposals, or in the 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. Terminate this RFP and issue a new RFP;
5. Modify the selection process, the specifications or requirements for materials or services, or the content or format of the bids;
6. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
7. Negotiate with any or none of the Carriers;
8. Modify the final contract from terms described in this RFP;
9. Terminate failed negotiations with a Carrier without liability, and negotiate with other Carriers;
10. 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;
11. Request that services be provided by certain staff of a Carrier, or request that certain staff of a Carrier is excluded from providing services as determined by ESUHSD to be in its best interest;

12. Reject a Carrier's proposal where the Carrier is in breach of, or in default under, any other agreement with the ESUHSD;
13. 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

The award, if any, will be to the Respondent Carrier(s) whose proposal best complies with all of the requirements of the RFP documents and any addenda. Purchase orders shall be awarded to the Respondent 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 the Purchasing Manager 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. The complete contract shall include the purchase order(s) and all amendment thereto, and the terms of this RFP and all attachments and amendments hereto.

General Description of the Proposed Contract

After the evaluation process is completed, the recommendation for award to one or more Carriers will go forward to the Superintendent on behalf of the Board of Trustees for approval and then to the full Board of Trustees for Approval on **April 18, 2024**.

The term of the purchase order contracts will be from **July 1, 2024, to June 30, 2025**, with the ability to extend the Contract for four (4) additional one (1) year terms.

The Contract will require the carrier to adhere to the terms of their proposal and to act in accordance with all applicable laws and regulations that are in effect at the time the purchase order contract is signed, and that become effective during the term of the contract.

Execution of the Contract

The contract shall be signed by the Carrier and returned, along with the required attachments to the East Side Union High School District 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 East Side Union High School District officials. Any work performed prior to receipt of a fully executed contract shall be at Carrier's own risk.

Failure to Execute a 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 a failure to execute the contract. If the successful Carrier refuses or fails to execute the contract, the East Side Union High School District may award the contract to the next qualified highest ranked 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 reserves the right to terminate any contract awarded hereunder for default at ESUHSD's convenience. If the contract is terminated for convenience, the Carrier shall only be paid for services and products rendered at the date of notice of termination. Because ESUHSD terminates the contract, this does not preclude the Carrier from meeting obligations to other school districts that have entered into a contract with the Carrier utilizing the piggyback clause, if applicable.

Payment Invoicing

The ESUHSD will only pay by original invoice that has been signed by an ESUHSD employee. Invoice will not be paid if there is no signature as stated above. Invoices must be made out to ESUHSD and sent to the accounts payable at cardonak@esuhsd.org. Invoices must show purchase order number, description of items purchased, unit prices, and all applicable taxes, and must include the Buy American certification stated earlier in the RFP. Invoices not including the proper purchase order number may experience delayed payment. Payment will be made on completion of the order. ESUHSD payment terms are Net 30.

All invoices must indicate the total quantity purchased, unit price awarded under the contract, any variance to that unit price (if any), and the extended cost of the items purchased. Invoices that do not reflect these items will be returned to the Carrier for corrections and will not be paid until the invoice reflects all components listed above.

Administrative and Legal Requirements

Carriers must meet Administrative and Legal Requirements included in this RFP and as outlined in **Attachment B**.

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 and against any and all injuries, claims and losses resulting to any person, firm, or corporation who may be injured or damaged by acts or negligence of Carrier 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 A**. ESUHSD shall be named as additional insured on a separate endorsement with respect to the general liability coverage. The Carrier agrees to provide copies of the required policies of insurance to ESUHSD. A certificate of insurance or letter is required from Carrier's insurance broker indicating compliance or ability to comply with the insurance requirements as stated below shall be provided with Carriers' 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.