



Joint Request for Proposal 20/21-108
Dublin Unified School District
and
Livermore Valley Joint Unified School District
Special Education Student Transportation Services

Proposals Due: April 9, 2021

2:00 PM

**Purchasing Office
Dublin Unified School District
7471 Larkdale Avenue
Dublin, CA 94568**

**Attn: Ellen Rebosura
Purchasing Manager
Email: rebosuraellen@dublinusd.org**

**Purchasing Office
Livermore Valley Joint Unified School
District
685 E. Jack London Blvd, Livermore CA
94551**

**Attn: Tracy Dreher
Purchasing Manager
Email: tdreher@lvjUSD.org**

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Dublin Unified School District and the Livermore Valley Joint Unified School District (“Districts”), **will receive up to, but not later than 2:00 pm on April 9, 2021 sealed proposals for the award of two separate contracts for the following:**

Joint RFP #20/21-108 - Special Education Student Transportation Services

Such proposals shall be delivered to Dublin Unified School Districts, Attention: Ellen Rebosura, 7471 Larkdale Avenue, Dublin, CA 94568 and to Livermore Valley Joint Unified School District, Attention: Tracy Dreher, 685 E. Jack London Blvd., Livermore, CA 94551. It is the sole responsibility of the proposer to ensure that the proposal is received by the Districts prior to the proposal deadline date and time. The Districts will not receive proposals after the time set and any late proposals will be deemed non-responsive and returned unopened.

Bid documents can be obtained for download from the Districts’ websites at www.dublin.k12.ca.us under the Business Department’s Notice to Bidders and at <https://www.livermoreschools.org> under Purchasing Dept.

Each proposal must conform and be fully responsive to this invitation and all other documents comprising the pertinent contract documents, submitted on the forms provided by the Dublin Unified School District and the Livermore Valley Joint Unified School District, and sealed in an envelope.

The Districts reserve the right to accept, reject or modify any bids, alternate bids, unit price, in whole or in part, or waive any formalities, technical defect, clerical error, or irregularity in any proposal received, and to be the sole judges of the responsibility of any proposer and of the suitability of the equipment, supplies, and/or services offered. All proposals shall be valid for 120 days after date of submission.

Proposals must be submitted to both Dublin Unified School District and Livermore Valley Joint Unified School District by U.S. Mail, hand-delivered or via overnight delivery service and shall include with one (1) original and one (1) copy as a digital file, PDF format, on a USB flash or electronically to the addresses specified in the Request for Proposal bid documents. The Districts will not accept any proposals or proposal modifications submitted by facsimile or electronic mail transmission.

Please note that Dublin Unified School District and Livermore Valley Joint Unified School District are undertaking this bidding process jointly in order to conserve resources and attract the most favorable bids. The Districts will select the same service provider, but will enter into separate contracts with that provider.

SCHEDULE OF IMPORTANT DATES

Scheduled Activities	Dates
RFP Advertised – 1 st Advertisement	March 1, 2021
RFP Advertised – 2 nd Advertisement	March 8, 2021
Deadline for request for clarification purchasing@dublinusd.org tdreher@lvjUSD.org	April 2 nd , 2021
Deadline for Districts to issue Memo and/or Addenda	April 6 th , 2021
RFP Due Date/Time	April 9 th , 2021
Interview of Finalists (if needed)	April 16 th , 2021
Date of Board Meeting for Contract Award	May 18 th LVJUSD May 25 DUSD

A. OBJECTIVES

The Dublin Unified School District and Livermore Valley Joint Unified School District (collectively, the “Districts”) seeks a contractor to furnish home-to-school transportation to special needs pupils and equipment between the schools of the Districts or from home to other locations as designated by the Districts.

1. The Districts are seeking proposals from established responsible firms with at least three (3) years’ experience in providing Special Education transportation services.
2. This Joint Request for Proposal (“RFP”), which is subject to the public bidding requirement of Public Contract Code sections 20111 and 20112, is for passenger vehicle Special Education Student Transportation services only (not daily school bus) to be provided to both Districts under two separate contracts (“Contracts”). These services include, but are not limited to, transportation to and from home for all bell schedules, including the transportation of ambulatory and non-ambulatory students with physical, mental or emotional disabilities. Transportation may also be needed for field trips or other destinations as required. Proposers responding to the RFP are notified that the number of vehicles required to provide transportation services may be increased or decreased as a result of the Districts’ decision to adjust schedules and needs of the Districts.
3. The Districts are undertaking this bidding process jointly in order to conserve resources and to attract the most favorable bids. For purposes of the separate Contracts to be entered into under this RFP by the two Districts, reference in the provisions thereunder to “District” in the singular

shall apply to each District in an individual capacity, while references to “Contract” in the singular shall refer to the specific contract entered into under this RFP by each individual district.

4. The Districts requires that the Proposer possesses the management expertise, the necessary regular and standby drivers, vehicle mechanics, and driver training and safety personnel, licenses and permits, insurance coverage, all vehicles and special needs equipment. The successful Proposer shall be responsible for all costs associated with the operation of their vehicles.
5. The Districts intend to award separate contracts for each of the Districts to the same highest scoring responsive and responsible proposer for the Special Education Student Transportation Services.
6. The bid document is available on the Districts’ websites at www.dublin.k12.ca.us and <https://www.livermoreschools.org>. It is the responsibility of the proposer to check the Districts’ websites for any additional information or addenda before submitting a response.
7. The Districts reserve the right to reject any or all proposals, to accept or to reject any one or more items within a proposal, or to waive any irregularities or informalities in the proposals or in the proposal process.

B. TERMS AND CONDITIONS

In compliance with this RFP, the selected Proposer(s) will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein.

1. **Alteration or Variation of Terms** - It is mutually understood and agreed that no alteration or variation of the terms of this RFP shall be valid unless made or confirmed in writing by the Districts. In addition, no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing shall be binding on the Districts.
2. **Assignability** - Successful Proposer shall not assign or subcontract the work, or any part thereof, without the previous written consent of the Districts, nor shall the successful Proposer(s) assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the Districts has been obtained. No right under this Contract, nor claim for any money due or to become due hereunder, shall be asserted against the Districts, or persons acting for the Districts, by reason of any so-called assignment of this Contract or any part thereof, unless such assignment has been authorized by the written consent of the Districts.

3. Award Criteria and Rejection of Proposals - The Districts reserves the right to award the Contracts to the highest scoring responsive and responsible proposer best meeting specifications and proposal requirements, as evaluated and scored based on the two factors described below.

a. Price (60 points available)

All expenses incurred by the proposer should be included in the prices quoted—excluding sales tax. No additional charges, such as fuel surcharges, will be paid if invoiced later.

b. Ability to Provide Services (40 points available)

Overall ability of a proposer to provide the requested services for the Districts. This involves evaluating criteria such as, but not limited to:

- Experience of Proposer in providing student transportation services in general, and specifically to Special Education students
- Management Capability
- Financial Condition
- Commitment to Alternative-Fueled Buses and Emissions Control
- Safety Program
- Training Program
- Equipment and Vehicle Maintenance Program
- Vehicle Fleet Age & Condition
- Location of Transportation Facility to service this Contract
- References

4. Submissions – The Districts requires proposals be made utilizing the submittal of forms, certifications, declarations, documents and assurances from Proposer found in the attachments of the RFP and which will include, but not be limited to, the following:

- a. Proposal Form
- b. Price Schedule Form
- c. References Form
- d. Non-Collusion Declaration
- e. Tobacco-Free Certification
- f. Worker’s Compensation Certificate
- g. Criminal Records Check Certification
- h. Independent Contractors Agreement (to be completed and executed upon contract award to successful Proposer)

Upon request of the Districts, a contractor whose proposal is under consideration for award of contract may be required to submit additional information to support information previously provided.

Proposals are to be verified, as they cannot be corrected after proposals are submitted. The signature of all persons signing shall be in longhand. The completed form shall be without interlineations, alterations or erasures. Before submitting a proposal, proposers shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall insure that unit cost and total cost is reflected in the proposal. No allowance will be made because of lack of such examination or knowledge. Any proposal received after the scheduled closing time for receipt of proposals, shall be returned to the proposer unopened.

- 5. Awarded Contractor Obligations.** Ten (10) working days from the notification by the Districts to the awarded Contractor are allowed for the successful proposer to submit additional data required in the proposal documents (i.e. signed Independent Contractor Services Agreement, Certificate of insurance, Fingerprinting Certification, Training Certifications, etc.). It is believed this is sufficient time to fulfill the Districts' proposal requirements prior to the commencement of the Contracts. If the successful proposer does not comply with the requirements, consideration must be given to another responsive and responsible proposer.
- 6. Compliance with Statute** - The Proposer(s) warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the delivery of the services offered.
- 7. Disposition of Proposals** - All materials submitted in response to this RFP will become the property of the Districts and will be returned only at the Districts' option and at the Proposer's expense. With the exception of confidential financial data, the original response shall be retained for official files and will become a public record after the contract, if any, is awarded or the Districts has rejected all proposals. The Districts will have no liability to Proposer(s) as a result of any public disclosure of submitted materials.
- 8. Errors and Omissions** - If a Proposer discovers any ambiguity, conflict, discrepancy, omissions, or other error in the RFP, the Proposer shall immediately notify the Districts of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for quoting purposes, without divulging the source of the request for same. Insofar as practicable, the Districts will give such notices to other interested parties, but the Districts shall not be responsible therefor. If a Proposer fails to notify the Districts, prior to the date fixed for submission of quotes, of a known error in the RFP, or an error that reasonably should have been known, the Proposer shall quote at his own risk; and if awarded the Contracts, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction. The Proposer should carefully examine the entire RFP and any addenda thereto and all related materials and data referenced in the RFP or otherwise available and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

9. Fingerprinting Requirements - The Contractor will comply with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees may have contact with Districts' pupils in the course of providing services pursuant to the Contracts, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees who may come in contact with Districts' pupils during the course and scope of the Contracts. Updated lists shall be provided when any changes occur.

10. Force Majeure - The Contractor will be excused from performance hereunder only during the time and to the extent that they are prevented from obtaining or performing the service by an act of God, fire, pandemic, commandeering of materials and equipment, products, plants or facilities by the Federal or State government, when satisfactory evidence thereof is presented to the Districts, in writing, within five (5) business days after the date on which the Contractor first failed to provide said services, demonstrating that the non-performance was not due to the fault of negligence of the Contractor.

Application of this Force Majeure clause in the event of a strike against the Contractor will be only to the extent and for time beyond Contractor's utilization of management and other qualified personnel required to fulfill the requirements hereunder and will require documentation of Contractor's utilization of management and other qualified personnel and Contractor's efforts to avert the labor action and to settle the dispute or disputes.

Contractor and District agree that the District shall not be obligated to make any payment or otherwise compensate Contractor for services excused pursuant to this Section 10.

11. Independent Contractor Status - The District shall view the legal position of the proposer as an employee, agents or officers of the proposer and not of the Districts. The Districts shall not be liable for any of the Contractor's acts or omissions performed under the Contract to which the proposer is party. The proposer will complete IRS form W-9 providing taxpayer identification number and also indicate whether the proposer is a corporation, sole-proprietor, partnership, individual, etc. The form must be on file with the District within sixty (60) days from the start date of the Contract.

Contractor certifies that it shall not subcontract any of the services provided in accordance with this Contract and shall indemnify and hold harmless the District, its governing board, trustees, officers, agents, representatives, employees and volunteers from all employment related claims arising out of the employment relationship between the District and Proposer or its sub-contractors or employees, including claims of misclassification under Labor Code section 2750.3.

12. Insurance Requirements

- a. Public Liability and Property Insurance - Successful Proposer shall maintain, during the life of this Contract, Public Liability and Property Damage Insurance to protect themselves and the District from all claims for personal injury, including accidental

death, as well as from all claims for Property Damage arising from the operations of this Contract. The minimum amounts of such insurance shall be as hereinafter set forth. Successful Proposers will be required to furnish certificates of insurance for liability and worker's compensation prior to start of work. If a renewal occurs during the life of the Contract, Contractor must submit new certificate(s) prior to expiration of current policy. The policy period shall be continuous through the term of the agreement. Such insurance to be carried in any insurance company authorized to transact the business of such insurance in the State of California. This insurance may not be canceled without giving the District at least thirty (30) days' notice. Lapse of insurance coverage or failure to furnish proof of such coverage, as required by this Contract, is a material breach of this Contract.

Amounts of Insurance - Bodily Injury and Accidental Death Liability Insurance including auto (both owner and non-owner): Not less than **\$5,000,000.00** combined single limit or **\$1,000,000.00** per person, **\$5,000,000.00** per accident.

- i. Property Damage Liability Insurance including auto (both owned and non-owned): Not less than **\$5,000,000.00** per loss.
 - ii. Insurance certificate must name Dublin Unified School District and Livermore Valley Joint Unified School District the certificate holders as applicable on the respective certificate. Certificate is to be submitted by the successful proposer prior to start of work.
- b. Sexual Misconduct Insurance - Contractor will provide coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than **\$3,000,000.00** per wrongful act and **\$3,000,000.00** aggregate.

13. Liquidated Damages – The Districts shall hold the successful proposer liable and responsible for all damages that may be sustained because of his failure to comply with any conditions herein. If the successful proposer fails to furnish or deliver any material, supplies, equipment or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the Districts may purchase the items herein specified elsewhere, without notice to the successful proposer. Additional costs accrued by the Districts through this purchase may be deducted from unpaid invoices or must be paid to Districts by the successful proposer. Prices paid by the Districts shall be considered the prevailing market prices at the time such purchase is made. When, in the opinion of the Districts, the Contractor, at any time during the period of this Contract, fails to perform satisfactorily the work required under this Contract, or otherwise fails to comply with the terms of this Contract the Districts may:

- a. Deduct applicable liquidated damages as specified in the Contract for the service in fault and pay the remaining balance due to the Contractor or

- b. Withhold progress payments or end of the month payments or both. Said payments may be withheld until the Contractor satisfies the Districts that service was rendered and satisfactory to the Contract.

Late service is defined as service provided that is more than **fifteen (15) minutes** in excess of the scheduled time.

The Districts reserves the right to assess against the Contractor as liquidated damages a sum for late service. This sum shall not exceed sixty percent (60%) of the full charge for the assigned trip(s). It is computed at the rate of one percent (1%) per minute of full charge. If the Contractor is late in excess of forty-five (45) minutes of departure schedule, the Districts may, without further notice, rescind the Contract and secure the service elsewhere and assess the full charge for the assigned trip as liquidated damages.

The Districts reserves the right to suspend a Contractor for a period of (3) three months, with a maximum suspension of six (6) months for excessive equipment failure and/or breakdown.

Contractor will be liable for the difference of the cost of such substitute transportation over the Contract price and any other pecuniary damage that might reasonably be expected to result from Contractor's non-performance.

In any event that the Contractor fails to furnish transportation when requested under the terms of this Contract, the Contractor will be liable for any pecuniary loss suffered by the Districts as a result of Contractor's nonperformance which reasonably can be expected to flow from Contractor's non-performance including but not limited to the cost above the Contract price of obtaining or furnishing substitute transportation. In the event substitute transportation is furnished by the District, the Contractor agrees to be liable for the wages of the Districts employee(s) used in furnishing such substitute transportation and a reasonable rental value of the Districts vehicles used plus gas and oil if not included in the rental value and any other loss suffered by the Districts as a result of the Contractor's non-performance.

14. Term of Agreement - The period of the performance under the Contract will be for twelve (12) months after the Board Approval and commencing on **July 1, 2021**. The term of this agreement may be extended by up to four (4) additional (1) year increments, which the Districts may exercise at its sole discretion. Request for price increase/decrease must be negotiated sixty (60) days before Contract renewal date. Satisfactory service being rendered by the holder of the Contract will be an influencing factor to the Districts in exercising this renewal option. Such renewal will be made by notifying the Contractor, in writing, thirty (30) days prior to the expiration of the Contract.

- a. **Termination of Agreement** – The Contract may be terminated by the District without cause upon thirty (30) days written notice to the successful Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to Districts under this Contract.

- b. **Suspension of Agreement** – Except as set forth hereunder, the District and Contractor agree that District shall not be obligated to make any payment or otherwise compensate Contractor for services herein agreed to be furnished by Contractor during any time that the District has closed its campuses or in-person instruction has been cancelled to ensure the health and safety of the pupils or for any other lawful reason, including but not limited to the issuance of any State or local public health orders. The District shall use its best efforts to notify Contractor of the suspension of services as soon as is feasible.
- c. **Mitigating Funding for Services under the Agreement.** Notwithstanding the foregoing, in the event that campuses are closed due to circumstances described in Section 14.b, but additional or stimulus funding is allocated to the District from federal or state sources to mitigate the effects of such closure, and such allocation explicitly includes funding to support special education transportation services, the Contractor and the District agree to meet and confer regarding whether compensation to District during such period is warranted by applicable law and the terms of the Contract.
- d. **Early Dismissal.** In the event of circumstances in the operation of any school which necessitate early dismissal for student health or safety reasons, including but not limited to inclement weather or impassability of roads, Contractor and the District shall cooperate to facilitate orderly transportation of students in the most efficient manner possible in light of the circumstances presented. The District shall use its best efforts to notify Contractor of the need for early dismissal as soon as is feasible.

C. SPECIFICATIONS

1. **Service Specifications** - The Districts desires to offer passenger vehicle transportation to special education students. The number of students can vary frequently, depending on need. The average number of Dublin Unified students transported over the last four (4) years is one hundred fourteen (114) and Livermore Valley Joint Unified School students transported over the last four (4) years is three hundred (300).

As of March 13, 2020, (125) Dublin Unified students and (45) Livermore Valley Joint Unified School students were being transported in passenger vehicles provided by the current contractor.

Other background information includes:

- a. The ages of the overall student ridership is between three (3) and twenty-two (22).
- b. There may be the need to transport non-ambulatory students, such as students in wheelchairs. Students in wheelchairs may require a wheelchair station in the vehicle.
- c. Students are being transported to and from home to several non-public school campuses outside of Dublin and Livermore. This may include but not be limited to Concord, Oakland, Hayward, San Leandro, Walnut Creek, Pleasanton, Palo Alto, Menlo Park and/or Redwood City.
- d. Dublin Unified students are currently being transported in passenger vehicles such as cars and vans(four) (4) passengers or less.

- e. Livermore Valley Joint Unified School students are currently being transported in passenger vehicles such as cars and vans (nine) (9) passengers or less.
- f. Once in a while, a student requires a monitor (additional adult in car) to ride to and from home with the student.
- g. Mid-day transportation may be required for minimum days, local field trips, and other events.
- h. The window for drop off is ten (10) minutes before the AM (morning) bell time. Vehicles should be at the campus 5 minutes before the bell rings for PM (afternoon) dismissal.
- i. Upon arrival at school, students may not leave the vehicle until the student's teacher or an aide is present to receive the student at the school site (if required).
- j. Upon arrival at home or daycare, students may not leave the vehicle until a parent, guardian, or authorized daycare provider is there to receive the student at the home, group home, or daycare facility.
- k. Students may require restraints or car seats. Restraints and car seats must be properly installed in vehicles.
- l. The regular school year is 180 days. The extended school year is an additional twenty (20) days (June-July).
- m. The Dublin Unified School District's current load requires fifty-one (51) vehicles, four (4) of which require wheelchair accommodations.
- n. The Livermore Valley Joint Unified School District's current load requires twenty-five (25) vehicles, twelve (12) of which require wheelchair accommodations.
- o. Invoices should be provided at least monthly to each District separately.
- p. For the 2018/19 school year, the DUSD Districts paid approximately \$1.3 million to one provider for transportation services.
- q. For the 2018/19 school year, the Livermore Valley Joint Unified School District paid approximately 1.7 million to one provider for transportation services.
- r. The total number of routes per day is approximately (150) based on pre-Covid data (March 13, 2020).
- s. Grouping of students may be allowed at the Districts' discretion.
- t. Copies of the current school calendars are available at: <https://www.dublin.k12.ca.us> and <https://www.livermoreschools.org/>
- u. Parking space for the transportation vehicles will be provided by the Livermore Valley Joint Unified School District on District property located on Constitution Drive in Livermore. Parking space for the transportation vehicles will not be provided by the Dublin Unified School District.

Proposed prices for the above-mentioned daily passenger vehicle special education student transportation service are to be submitted at the Proposer's base rate. The Districts reserves the right to add or delete routes at any time. Provision of special education student transportation services will include the transportation of ambulatory and non-ambulatory students and students with physical, mental and emotional disabilities who require the use of specialized equipment. The successful Proposer must be able to provide appropriate vehicles with lift-gates and other modifications necessary to safely transport such students.

2. **Days of Services** - The Districts will provide the awarded Contractor days of service per the Districts' annual instructional calendars. It is understood that an additional calendar will be provided for the Summer School Schedule that will be available by the end of the regular school year.

Routes and Schedules - Districts and Contractor shall coordinate the development of all routing. The Districts shall have the ability to add or delete students from the transportation route throughout the Contract period without penalty to the Districts. All schedules shall be in keeping with safety to school children so as to deliver students within a reasonable time (approximately 15 minutes) prior to the start of school and so as to deliver them to their respective stops within a reasonable time (approximately 60 minutes) after the final loading of the vehicle.

The Districts shall furnish the Contractor with a list of students to be transported, their pickup addresses, school assignments, transportation-related needs and/or disabilities, and opening and closing times of their classes at least two weeks, when possible, prior to required service.

The Districts shall supply changes or additions to the list of students to be transported by the Contractor and the Contractor shall implement such changes or additions within one (1) week after being notified.

Drivers shall notify the District's dispatcher whenever it appears that they will be **ten (10) minutes** or more behind the scheduled time in arriving at their destination. The Districts' designee will be responsible for notifying impacted schools and/or parents.

- Safety** - The Contractor must assist and participate with the District in providing safety programs as needed for the students. All bus routes, bus stops, operation of vehicles and driver activities must be conducted with the safety of the students as the prime concern. All students must be seated as provided for in the Education Code. The driver must continually monitor the behavior of all students to ensure that safe riding procedures are being followed. If not, the Districts must be notified immediately. Driver may be required to assist in the loading and unloading of pupils. The Contractor agrees the school administrators may, from time to time, ride a bus or other contracted vehicle or otherwise observe the general operation of the service.

When atmospheric conditions reduce visibility to 200 feet or less - In the event that a driver is performing services under the Contract and encounters reduced visibility that in their opinion causes it to be unsafe for continued driving, the driver has the responsibility to pull the vehicle over in a safe location, and wait until conditions improve to continue driving. Drivers shall notify or cause to be notified the District's Special Education Department as soon as possible. This will allow the District to notify the affected school sites or parents of the delay.

All equipment and supplies provided and service performed by the Contractor for the Districts shall fully conform with all applicable state, local and federal safety laws, rules, regulations and orders.

Accident Procedures - In case of an accident, it shall be the responsibility of the Contractor to first notify the California Highway Patrol, secondly notify the affected Special Education Departments at (925) 828-2551 Ext. 8033 for Dublin Unified School District or the Special Education Department at (925) 454-5562 for Livermore Union Joint Unified School District.

Failure of the driver to report an accident, breakdown or other service problem to the Districts shall be sufficient cause for termination of the driver. When applicable, Contractor shall provide legible reports from the California Highway Patrol or local police department as soon as they become available.

It shall be the responsibility of the District's Special Education Department to notify the applicable District's Business Services Office.

Within twenty-four (24) hours after the accident, the Contractor shall furnish a written report of the accident to the applicable District's Special Education Department.

In addition, the Contractor will provide Covid-19 related safety measures (cleaning and disinfecting after each drop off, having a shield between driver and passengers and between passengers, if two (2) passengers are in the vehicle back seat together).

Guidelines for COVID

Service Providers are expected to follow CDC guidelines and each District's requirements (to be communicated to you). Below are our recommended guidelines:

a. Service Provider Wears Mask

- i. Any driver picking up student(s) should follow CDC guidelines of wearing a mask.
- ii. Students will be encouraged to wear masks, however, some students may have medical needs which impact their ability to wear a mask.

b. No Touch Loading/Unloading

- i. Drivers should not touch the student when loading or unloading students from the vehicle. This is especially critical with regards to car seats and booster seats.
- ii. Parents or Districts staff will place the student in the safety seat and buckle them in as needed.

c. Sanitizing Vehicles After Each Trip

- i. Service Providers shall ensure their drivers clean the vehicle after each trip. High touch points like door handles and elbow rests will be wiped down and cleaned with a disinfectant after each trip is completed.
- ii. It is important that drivers clean their hands often with disinfectant wipes and frequently wash hands with soap and water for at least 20 seconds.

d. Encouraging Sick Individuals to Stay at Home

- i. Service Providers must ensure that drivers who are showing signs of being sick stay home and not provide any student trips.

e. Sick Student Protocol

- i. Service providers will follow the applicable Districts' protocols (to be communicated to you) with respect to students who are ill or become ill during transport.

f. Additional Measures in Response to the Coronavirus/COVID-19

- i. Service Providers are to require drivers who are well but who have a family member in their home who is sick with COVID-19 to notify the Service

Provider and the Service Provider is to refer to CDC guidance on how to conduct a risk assessment of their potential exposure.

- g. If a driver is confirmed to have COVID-19, it is mandatory that the driver immediately inform the Service Provider of this information.**
 - i. Service Provider should alert the Districts immediately and in collaboration with the Districts, determine who will contact the families of the riders the driver recently came into contact with.
- h. Contractor must follow the enhanced COVID19 procedures:**
<https://www.cde.ca.gov/ls/he/hn/sandtschservtranspotation.asp>

- 4. Personnel** - Transportation vehicles shall not be operated by anyone other than a person holding the required license issued to him by the State, and holding a school bus driver's permit or C license issued to him by the State of California in conformance with applicable California law, including, but not limited to, Vehicle Code Section 12517 *et seq.* Drivers shall follow the normal and usual instructions and requirements of the Regional Superintendent and the Districts, and shall at all times comply with the motor vehicle laws of the State and all cities, villages, or other municipalities in which such vehicles may be operated and shall present such reports to aid the Districts as the Districts may request. All drivers are to be fully certified with all necessary license and credentials and have CPR, First Aid, and Crisis Intervention Training issued by an authorized agency. Documentation of such certifications must be provided to the Districts within 10 days of the award.

Drivers shall be permanently assigned to the same route whenever possible and shall have no more than two (2) reassignments during the school year unless a reassignment is determined by the District's SET Coordinator or other designee to be in the District's best interest.

All personnel transporting special education students shall be given special training covering techniques for handling such students. If the Districts determines that a driver is not qualified to perform the services required or is in violation of the general requirements, the Districts may request the Contractor remove such driver and provide a qualified replacement driver.

Driver may be required to assist in the loading and unloading of passengers as required or necessary. Drivers shall not use cell phones in vehicles while transporting assigned students. Drivers are however required to have a cell phone at all times to use only in case of an emergency.

The Districts requests that no music be played or that the driver will only play "child" appropriate music, approved by the Districts during transportation of the student/s.

Evaluations: Drivers shall be evaluated by the Contractor at least once each semester for the purpose of observing their driving practices with respect to: safety; mechanical operation; conformance with laws, policies and regulations; adherence to established routes and schedules; handling of students; and other factors inherent in the transportation of special education pupils. Copies of the evaluations shall be maintained by the Contractor during the term of the driver's employment by the Contractor, plus one (1) year thereafter and shall be sent to the Districts within five (5) business days of the request. All drivers assigned to perform services under the contract shall maintain a minimum evaluation rating of satisfactory in all evaluation categories. In the event of an "at fault" accident, the driver shall be re-evaluated and retrained.

Employees who are expected to come into contact with Districts students shall be free of active tuberculosis or of the COVID-19 virus. This requirement shall be consistent with the requirements for school employees as specified in California Education Code Section 49406. Contractor shall establish and maintain a recordkeeping system to ensure that each driver meets this requirement. This system shall be available for review by the Districts.

5. **Vehicles** - All vehicles being used under this RFP must be manufactured in 2010 or newer. The proposal shall be based on the premise that the Districts will not be responsible for financing, holding title to, or licensing vehicles. The Contractor shall comply with all applicable laws, regulations, rules, policies, and rulings of state and federal environmental quality agencies related to the use, maintenance, and operation of vehicles at all times.

All transportation vehicles utilized for this Contract must be equipped with operational air conditioning. The Contractor shall be responsible for supplying all special equipment including, but not limited to, car seats and harnesses.

Contractor shall submit a description of the equipment that he proposes to use in carrying out the services in this proposal, including model and capacity. Successful Contractor shall notify the Districts in writing within ten (10) days of any additions or deletions of equipment.

Contractor must allow the Districts to inspect all vehicles used in furnishing the services at any time during the term of the Contract. A copy of each vehicle's yearly TCP or Municipal inspection shall be sent to the Districts' Special Education Transportation (SET) Coordinator or other District designee. Vehicles which are deemed by the Districts to be unfit for providing the required service shall be replaced by the Contractor with another vehicle of the same size, type and capacity, and in proper condition. Any required special education equipment shall be altered or installed on all such replacement vehicles at the Contractor's sole expense.

All vehicles utilized by the Contractor under the Contract shall be in excellent mechanical and safe operating condition during the entire term of the Contract, and shall meet or exceed the applicable standards established by federal and California state laws and regulations, as well as accepted industry maintenance standards. Regular preventive maintenance shall be practiced on all vehicles.

All vehicles utilized by the Contractor for the District's' SET needs shall be clean and sanitary, and shall have an excellent exterior and interior appearance in accordance with District's standards during the entire term of the Contract. In addition, repairs to visible body damage, inside and out, shall be made within thirty (30) days from the date such damage occurs.

The Contractor shall maintain vehicle inspection reports and shall make said reports available to the District for review within five (5) business days of the Districts' request.

Each vehicle shall be equipped with at least one fully functioning in-vehicle digital video camera that displays the full interior of the vehicle where students are positioned during transportation. The video camera shall capture and record images, either on the in-vehicle video recording unit or in a remote location, which must be copied/retained by the Contractor (and reviewable immediately upon demand by the Districts) for at least 30 days.

Each vehicle shall also be equipped with a fully functioning global positioning system (GPS) that the Contractor may use to track and record the vehicle's position at any given time.

The Contractor agrees that prior to each transportation the driver shall inspect the vehicle carefully for defects, and remedy any defects before using said vehicle.

6. **Required Records** - The Contractor shall maintain complete and accurate records of all trips provided and all miles traveled, all disciplinary actions, and such other reports the Districts may request and/or such other reports, which may be required under all applicable laws.

Districts reserves the right to physically inspect Contractor's vehicles, drivers, records, licenses, and terminal facilities.

7. **Use and Handling of Confidential Records** - To the extent Confidential Materials, as this term is defined in this section, below, are provided to Contractor for its performance of the Contract, Contractor and its officers, employees and agents shall: (1) protect the confidentiality and maintain the security of the Confidential Materials; (2) not release, disseminate, or publish the Confidential Materials, except as required by law or a court order, as may be permitted under this Contract, or as the Districts may authorize in writing; (3) not use the Confidential Materials for any purpose not related to the performance of this Contract; and (4) protect all Confidential Materials, including those materials saved or stored in an electronic form, by adequate security measures to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. "Confidential Materials" shall mean all documents and information that federal and/or California laws prohibit from being disclosed, or that are subject to privacy or other legal protections, including but not limited to, student and employee records and information. The obligations of this section shall survive the termination of this Contract.
8. **Payment and Invoicing** - Contractor shall separately invoice each of the Districts monthly, based on the contracted cost base incurred during the preceding month, along with any over-hour costs incurred within that time from. Invoices shall contain sufficient detail and explanation to clarify the dates upon which over hour charges were incurred, as well as the specific times, origins and destinations (when applicable) associated with such services.

Invoices must be submitted no later than the 10th working day following the previous calendar month of service. Invoices must be sent to the applicable District at the following addresses: Dublin Unified School Districts, Attn: Accounts Payable, 7471 Larkdale Ave., CA 94568 OR Livermore Valley Joint Unified School District Attn: Accounts Payable, 685 E Jack London Blvd., Livermore CA 94551.

Each District shall pay any and all undisputed portions of the its separately received monthly invoices within thirty (30) days of receipt. The Districts shall notify Contractor of any disputed amounts pertaining to its individual Contract as soon as reasonably possible.

PROPOSAL FORM

Joint RFP 20/21-108 Special Education Student Transportation Services

1. Cover Letter

Each proposal should include a cover letter introducing the Contractor. The cover letter should include:

- Identification of core team
- Names of contact person, phone number and fax number
- Summary of Contractor's history and projects most relevant to the Districts' project

2. Company Overview

This information should be completed in full and submitted with Contractor's proposal.

Company Name: _____

Company Mailing Address: _____

Company Phone No: _____

Company Fax: _____

Company Contact Name: _____

Company Contact's Title: _____

Date: _____

Signature: _____

3. Qualifications of Proposer

Responses shall demonstrate the Proposer's overview of the project and indicate the project's complexity as well as the Proposer's ability to resolve inherent project problems. All work proposed to be completed by the Contractor must be clearly outlined. If any of the work is being wholly or partially fulfilled by stated subcontractor(s), it must be noted in the proposal response.

4. Company Background

Proposer must provide a company profile. Information provided should include:

- Company ownership: If incorporated, the state in which the company is incorporated and the month/date of incorporation
- Location of the company offices, local and headquarters, if different
- Number of employees both locally and nationally
- Location(s) from which employees will be assigned
- Name, address and telephone number of the Proposer's point of contact for a contract resulting from this RFP
- Company history
- Why Contractor is qualified to provide the services described in this RFP
- Length of time Contractor has been providing services described in this RFP
- Resumes and/or job descriptions of key staff responsible for performance of any contract resulting from this RFP

Company Name: _____

Signature of Representative _____

Printed Name and Title of Representative _____

PRICE SCHEDULE

Joint RFP 20/21-108 Special Education Student Transportation Services

PRICING MATRIX WITH ASSOCIATE FEES

Description	Fees
Trip Fee – First 12 miles and up to 5 students	
Per Mile Fee - Additional fee per mi for longer than 12 miles	
Additional Fees (as needed/requested)	
<ul style="list-style-type: none"> • Wheelchair Fee (per student) 	
<ul style="list-style-type: none"> • Car Seat/Safety Vest Fee (per student) 	
<ul style="list-style-type: none"> • Wait Time Fee (per hour, billed in 15 minute increments) 	
<ul style="list-style-type: none"> • Monitor Fee (per hour, 2 hour minimum) 	
<ul style="list-style-type: none"> • No Show or Late Cancel 	

Note: A trip is defined as one-way transportation events with a student and monitor continually on board.

Company Name: _____

Signature of Representative _____

Name and Title of Officer or Agent _____

REFERENCES

Joint RFP 20/21-108 Special Education Student Transportation Services

List three (3) of the largest contracts with school districts within the last three (3) years.

Name of District	
Address	
Name and Title of Contact Person	
Telephone Number of Contact Person	
Email of Contact Person	
Contract Price	
Contract Dates	

Name of District	
Address	
Name and Title of Contact Person	
Telephone Number of Contact Person	
Email of Contact Person	
Contract Price	
Contract Dates	

Name of District	
Address	
Name and Title of Contact Person	
Telephone Number of Contact Person	
Email of Contact Person	
Contract Price	
Contract Dates	

NON-COLLUSION DECLARATION

_____, declares that he or she is _____ of _____, the party making the foregoing bid, and affirms that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true and correct; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

TOBACCO-FREE SCHOOL CERTIFICATION

The Dublin Unified School District Governing Board and the Livermore Valley Joint Unified School District Governing Board recognizes the health hazards related to the use of tobacco and tobacco products, including the breathing of second-hand smoke and desires to provide a healthy environment for students and staff.

Therefore, both Board, in the best interests of the Districts, its students, and its employees, and in accordance with State and Federal laws, requires the districts to be tobacco-free in all district buildings, facilities, and vehicles owned, leased or operated by the Dublin Unified School District School District and Livermore Valley Joint Unified School District.

Tobacco-free shall mean prohibition of the use of tobacco or tobacco products on any part of school district grounds or buildings, in district vehicles, and at any time by anyone on district property. This includes tobacco use by staff, students, parents, and other individuals at any district-sponsored event or activity.

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

WORKER'S COMPENSATION CERTIFICATE

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall sign and submit the following certificate with the written proposal:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any work under a contact with the District."

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

CRIMINAL RECORDS CHECK CERTIFICATION

To the Board of Education of Dublin Unified School District and the Board of Education of Livermore Valley Joint Unified School District ("Districts"):

I, _____ (name of Company's authorized representative)
certify that:

I have carefully read and understand California Education Code Section 45125.1 applies to contracts for the provision of transportation services to the Districts. Section 45125.1 requires that individuals who will come into contact with pupils of a school district must be fingerprinted and their fingerprint cards must be submitted to the California Department of Justice ("CDOJ") and Federal Bureau of Investigation ("FBI") for a criminal records check. No such individual with a record of conviction for a serious or violent felony may be assigned to perform services which will place them in contact with pupils without the prior written approval of the Districts. This certification does not grant such approval.

Due to the nature of the work _____ will be performing for the Districts; company employees may have contact with students of the Districts.

None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the CDOJ and FBI.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____ (date).

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company