



Student Transportation

RFP #405-23-24

**Accounting Department
Fallbrook Union Elementary School District
321 Iowa Street, Fallbrook, CA 92028**

**Proposals Due: July 12, 2023
10:00 am**

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RFP NO. 405-23-24

Dates of Advertisements	June 21, 2023 & June 28, 2023
Questions due from Bidders	July 5, 2023 – 12:00 pm
Final Addendum to Bidders	July 6, 2023
Bid Due	July 12, 2023 – 10:00 am
Bid Opening	July 12, 2023 – 11:00 am
Preliminary Notice of Award	July 14, 2023
Protest Period Ends	July 21, 2023
Contract Submittal to District	July 26, 2023
Board Approval	August 7, 2023

INTRODUCTION

The Fallbrook Union Elementary School District seeks a school bus contractor to provide special education transportation services. The District requires that the contractor provide the management expertise, the necessary regular and standby drivers, vehicle mechanics, and driver training and safety personnel and all buses and special needs equipment. The Contractor shall be responsible for all costs associated with the operation of their vehicles.

Contractors responding to RFP are notified that the number of buses and or 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 District. The information provided is based on the 2022/2023 school year and may vary depending on the various needs required by our students.

Contractors should examine all documents, requirements, and specifications of the proposed agreement. Questions regarding conditions and specifications must be submitted in writing to Angeline Puckett at the address below, or via electronic mail to apuckett@fuesd.org.

Fallbrook Union Elementary School District
Accounting Department
Attn: Angeline Puckett
321 Iowa St
Fallbrook, California 92028

The District will post the answers to questions and any addenda to this RFP on our website <https://www.fuesd.org/proposals/>. Firms are responsible for checking this page for additional information prior to submitting Proposals.

RFP INSTRUCTIONS AND CONDITIONS

1. **FORMS.** Proposals shall be properly executed and made on the form as provided by Fallbrook Union Elementary School District. Proposals shall be written in ink or typewritten before submission. Proposals are to be verified, as they cannot be corrected after proposals are opened. The signature of all persons signing shall be in longhand. The completed form shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered. 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 ensure 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.
2. **NAME OF COMPANY.** Proposers shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Proposals must be submitted under the correct name of the company and signed by an authorized representative of the firm.
3. **ASSIGNMENT OF CONTRACT.** No assignment by the Contractor of any contract to be entered into hereunder or any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the District unless such assignment has had the prior approval of the District. It is unacceptable to the District for the contractor to subcontract any portion of the transportation routes. It shall be understood that the contract, nor any portion thereof, may be subcontracted by the Contractor to any entity. The Contract shall be awarded to one sole Contractor.
4. **PRICES.** All prices shall include separate quotations for each item or unit specified. Prices shall be calculated when submitted and must be typewritten or in ink. Prior to proposal opening, corrections may be inserted; however, changes must be initialed, in ink, by the person signing the proposal or by his authorized representative.
5. **TAXES.** The District shall not be responsible for any taxes except for sales or use taxes where applicable. Applicable taxes shall be added by the proposer to his invoice(s) and shall not be included in the proposal.
6. **PROPOSER SECURITY.** Not required
7. **ADDENDA OR BULLETINS.** Any addenda or bulletins issued by the District during the time of bidding or forming a part of the documents issued to the proposer for

the preparation of the proposal shall be covered in the proposal and shall be made a part of the Contract.

8. WITHDRAWAL OF PROPOSALS. Any proposer may withdraw their proposal, either personally or by a written request, at any time prior to the scheduled time for opening of the proposals, but not after.
9. OPENING OF PROPOSAL. Proposals shall be enclosed in a sealed envelope which bears the description of the Proposal number, the name of the proposer, and date. **It is the sole responsibility of the proposer to see that the proposal is received in proper time.** Any proposal received after the scheduled closing time for receipt of proposals shall be returned unopened.
10. AWARD CRITERIA AND REJECTION OF PROPOSALS. The District reserves the right to award the Contract to the highest scoring responsive and responsible proposer who best meets the specifications and proposal requirements based on the two factors described below.

A. Price (60 points available)

Calculated on a per mile basis, as stated in the Proposal Form. All expenses incurred by the proposer, excluding sales tax, should be included in the prices quoted. **No additional charges will be paid.**

B. Ability to Provide Services (40 points available)

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

- Experience of Proposer in providing student transportation services in general, specifically special education services
- 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

The final score on this item will be determined holistically by looking at the Proposer's total ability to provide the services.

The District shall take into account the performance of the Proposer with respect to any recent contract(s) with the District and other school districts. The

Governing Board, however, reserves the right to reject any one or all proposals, to waive informalities in the proposals, to judge the merit and qualifications of the material, equipment, and services offered, and to accept whatever proposal is deemed to be the best scoring proposal meeting all the criteria specified in the RFP. District will independently evaluate all proposals and individually issue any awards or rejections.

11. WITHDRAWAL OF PROPOSALS AFTER OPENING. No proposer may withdraw their proposal for a period of sixty (60) days after the date set for the opening thereof.
12. AGREEMENT. The form of agreement, which the successful proposer, as Contractor, will be required to execute, is included in the contract documents, and should be carefully examined by the proposer. The agreement will be executed in two (2) original counterparts. The complete contract consists of the following documents: The Introduction, the RFP Instructions and Conditions, the Accepted Proposal, the Special Conditions, the Worker's Compensation Certificate, Non-collusion Affidavit, Background Information, Student Information, and the Agreement, including all addenda or bulletins. All the above documents are intended to cooperate and to be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation, and services necessary for the proper delivery and installation of all items called for in the Contract.
13. INTERPRETATION OF DOCUMENTS. If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, such questions must be in writing to Angeline Puckett at apuckett@fuesd.org by no later than **12:00 PM on July 5, 2023**, to request an interpretation or correction thereof. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by said district and a copy of such Addendum will be posted on the district website.
14. PROPOSERS INTERESTED IN MORE THAN ONE PROPOSER. No person, firm, or corporation shall be allowed to make or file or be interested in more than one proposal for the same work, unless alternate proposals are called for. A person, firm, or corporation submitting a sub-proposal to a proposer, or who has quoted prices on materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers.

15. DEMONSTRATIONS. If the District considers a need, proposers shall be required to arrange demonstrations of items or services. Failure to be able to provide such a working demonstration may disqualify the proposer's submission. Unless otherwise required by the District, proposers shall be required to provide the requested demonstrations at the District's facility. All demonstrations shall be provided free of charge to the district.
16. EQUAL PROPOSALS. When proposals are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.
17. LIQUIDATED DAMAGES. The Fallbrook Union Elementary School District shall hold the successful Proposer liable and responsible for all damages that may be sustained because of their 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 state, or otherwise fails to comply with the terms of the documents in their entirety, the Fallbrook Union Elementary School District may purchase the items herein specified elsewhere, without notice to the successful Proposer. Additional costs accrued by the District through this purchase may be deducted from unpaid invoices or must be paid to District by the successful Proposer. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.
- When, in the opinion of the District, the vendor, 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 District may:
- a. Deduct applicable liquidated damages as specified in the contract for the service in fault and pay the remaining balance due to the vendor or
 - b. Withhold progress payments or end of the month payments or both. Said payments may be withheld until the vendor satisfies the District that service was rendered and satisfactory to the contract.

Late service is defined as service provided that is more than fifteen (15) minutes but less than forty-five (45) minutes in excess of schedule.

The District reserves the right to assess against the vendor 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 vendor is late more than forty-five (45) minutes of departure schedule, the District 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 District reserves the right to suspend a Contractor for a period of three months, with a maximum suspension of six 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.

If 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 District due to Contractor's non-performance. Losses include, but are 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 vendor agrees to be liable for the wages of the District employee(s) used in furnishing such substitute transportation and a reasonable rental value of the District vehicles and any other loss suffered by the District because of the Contractor's non-performance.

In the event Contractor agrees to any increase or decrease in service levels, Contractor shall be afforded a period of fifteen (15) days following implementation of such changes during which time no liquidated damages may be assessed with respect to scheduled drop-off times or availability of buses on routes, while Contractor makes operational adjustments to meet District requirements.

18. RESTRICTED PROPOSAL. Only those companies fully licensed, equipped and experienced in the work being performed, with skilled personnel immediately available, able to obtain necessary components immediately, shall be considered qualified proposers for this contract.
19. 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 the start of work. If a renewal occurs during the life of the contract, Vendor must submit a new certificate(s) prior to expiration of current policy. The policy period shall be continuous through the term of the agreement.
Such insurance is to be carried out by 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.

Property Damage Liability Insurance including auto (both owned and non-owned): Not less than **\$5,000,000.00** per loss.

Insurance certificate(s) must name Fallbrook Union Elementary School District as an additional insured.

Certificate(s) are to be submitted by the successful proposer prior to start of work.

20. 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.

21. CYBER LIABILITY INSURANCE. Cyber Liability Insurance, with limits not less than **\$1,000,000.00** per occurrence or claim, **\$1,000,000.00** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties.

22. TERM OF AGREEMENT. The period of the performance under this Contract will be for twelve (12) months, August 1, 2023 through July 31, 2024. The term of this agreement may be extended by four (4) additional (1) year increments subject to the mutual written agreement of the parties. Request for price increase/decrease must be negotiated thirty (30) days before Contract renewal date.

23. PRICE INCREASE. Any increase will be reviewed and evaluated based on recognized indicators, such as the Consumer Price Index (CPI) or Producer Price Index (PPI). These indicators will be used to test the reasonableness of price escalation. Proposer will implement no changes to prices or interpretations of purchase order terms without the consent of the Associate Superintendent of Business Services. CPI is defined as the "Transportation Services" of the

"Commodity and service group" of the "Consumer Price Index for All Urban Consumer (CPI-U) U.S. City average" as published by the U.S. Department of Labor, Bureau of Labor Statistics for the April-to-April period immediately preceding the adjustment date. However, prices in effect at the time of booking will remain the same regardless of the date of the trip. Approved rate increases will be effective upon contract renewal. In the event price adjustments are inconsistent with market conditions and/or not accepted, the Fallbrook Union Elementary School District may award the line item(s) originally awarded to a vendor to the next lowest bidder if that bidder agrees to hold their initial bid price for that line item or may rebid.

24. **CONTRACT RENEWALS.** If mutually agreeable, the District reserves the right to renew the contract annually for four (4) additional one (1) year periods. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Satisfactory service being rendered by the holder of the contract will be an influencing factor to the District in exercising this renewal option. Such a request for renewal will be made by notifying the vendor, in writing, thirty (30) days prior to the expiration of the contract.
25. **TOBACCO-FREE DISTRICT.** The Fallbrook Union Elementary School District has been designated as tobacco-free Districts. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in District vehicles.
26. **IRS REQUIREMENT.** The District shall view the legal position of the proposer as an "independent contractor" and that all persons employed to furnish services are employees, agents, or officers of the proposer and not of the District. The District 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 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 of contract signing.
27. **FINGERPRINTING REQUIREMENTS.** The District has determined under Education Code section 45125.1, subdivision (c) that in performing services pursuant to this agreement, Contractor's employees may have contact with pupils. As required under Education Code section 45125.1, subdivision (a), Contractor shall require their employees who will provide services pursuant to the agreement to submit their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice together in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code section 45122.1. Contractor shall not permit any employee to perform services who may come in contact with pupils under this agreement until the

Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1

Contractor shall certify in writing to the Governing Board of the District to the attention of **Angeline Puckett, Accounting Specialist, 321 Iowa St, Fallbrook, CA 92028**, that all its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code section 45122.1. Contractor will provide a listing of employees who may come in contact with pupils

Contract shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by the contractor's failure to comply with all of the requirements contained in Education Code section 45122.1, including but not limited to, the requirement prohibiting Contractor from using employees who may have contract with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122.1.

SPECIAL CONDITIONS

1. ACCIDENT PROCEDURE FOR FALLBROOK UNION ELEMENARY SCHOOL DISTRICT. In case of an accident, it shall be the responsibility of the vendor to first notify the California Highway Patrol, secondly notify the Transportation Department at 760-723-7075 then last; notify the Special Education Department at 760.731-5400 ext. 5412.

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

Within twenty-four (24) hours after the accident, the vendor shall furnish a written report of the accident to the Special Education Department.

2. SUBMISSION OF DOCUMENTS BY SUCCESSFUL PROPOSER. Ten (10) working days from the notification by the District to the awarded Contractor are allowed for the successful proposer to submit additional data required in the proposal documents (i.e. proof of insurance, fingerprinting certification). It is believed this is sufficient time to fulfill the District's proposal requirements prior to the commencement of the contract. If the successful proposer does not comply with the requirements, consideration must be given to the next highest scoring proposer.

3. DISPUTES. The parties shall negotiate in good faith to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose.

In connection with any dispute pending decision under this contract, the Contractor shall proceed diligently with the performance of the contract and in accordance with the performance of the contract and in accordance with the decision of the Purchasing Agent.

4. EVIDENCE OF RESPONSIBILITY. Contractor's response to this Request for Proposal will be used to evaluate each contractors' capability to provide proper and satisfactory transportation services as required pursuant to this RFP. Upon request of the District, a contractor whose proposal is under consideration for award of contract may be required to submit additional information to support information previously provided. It is desirable that contractors and subcontractors, if any, have at least five (5) years' experience in providing pupil home-to-school transportation.
5. PAYMENTS AND INVOICING. Contractor shall invoice the District monthly, based on the per-mile cost base incurred during the preceding month, as well as any additional costs incurred. Invoices shall contain sufficient detail and explanation to clarify the dates upon which overages 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. All invoices must be sent to the Accounts Payable Department, 321 Iowa St, Fallbrook, CA 92028.

The District shall pay any and all undisputed portions of the received monthly invoices within thirty (30) days of receipt. The District shall notify Contractor of any disputed amounts as soon as reasonably possible.

The parties also agree that the Contractor's bid model assumes that payment will not be interrupted in any manner over the agreed upon term and if said model is interrupted in any manner the parties shall renegotiate an equitable solution that supports the bid model. If the parties cannot agree on an equitable solution within thirty (30) business days, then the Contractor has the right to terminate for convenience.

6. NON-DISCRIMINATION. It is the policy of the District's Governing Board that in connection with all work performed under contracts, there be no discrimination

against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735.

7. COMPLIANCE WITH LAWS. The contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the services in this proposal, and in particular, such laws pertaining to safety.

The contractor shall comply with and observe all provision of the California Vehicle Code and all other applicable laws, and all rules and regulations prescribed by the State Board of Education of California, and other State agency and the Board of Trustees ("Board") of the Fallbrook Union Elementary School District ("District") relating to the transportation of pupils.

8. VEHICLES AND EQUIPMENT. 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.
9. RESPONSIBILITY FOR VEHICLES. The proposal shall be based on the premise that the District will not be responsible for financing, holding title to, or licensing vehicles.

Contractor shall maintain all equipment solely at their cost used in the transportation of students in accordance with laws and regulations of the State of California regarding school buses and transportation equipment, and such equipment shall be always maintained in good mechanical order to pass California Highway Patrol school bus inspection or vehicle inspection. All buses or vehicles shall always be kept in clean and sanitary condition and open to examination by the District.

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 District in writing within ten (10) days of any additions or deletions of equipment.

All work performed and all equipment used by proposers shall meet all applicable "Regulations and Laws Relating to Pupil Transportation in California" as published by the California State Department of Education. It is understood that all equipment furnished shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any transportations equipment owned by

the contractor fails at any time to comply in whole or in part, it shall be replaced by the contractor without expense to the District and without claims for adjustment for compensation of any kind. Your signed proposal will be considered a declaration that such equipment does, in fact, meet all safety regulations.

The contractor agrees that each morning before any transportation equipment is used for transportation, the driver shall inspect it carefully for defects, and remedy any defects before using said vehicle.

10. DAYS OF SERVICE. The District will provide the awarded vendor days of service per the District's 2023-2024 instructional calendars. It is understood that an additional calendar will be provided for the Summer School Schedule that will be available by May 2024.
11. 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 at all times shall 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 District as the District may request. Contractor's drivers are required to be CPR certified. The awarded Contractor will be required to submit documentation within 10 working days of the award.

Drivers shall be permanently assigned to the same route whenever possible.

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

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, however, are required to always have a cell phone to use in case of an emergency.

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

Employees who are expected to come into contact with District students shall be free of active tuberculosis. This requirement shall be consistent with the requirements for school employees as specified in California Education Code

Section 499406. Transportation Operator shall establish and maintain a record-keeping system to ensure that each driver meets this requirement. This system shall be available for review by the District.

The responsibility for hiring and discharging personnel shall rest entirely upon the contractor. The District shall have the right to request dismissal from District routes of any driver who in their opinion is not suitable to operate transportation vehicles.

The contractor shall underwrite all costs incurred to provide qualified drivers. Such costs shall include all training, physical examinations, license and permit fees, Department of Justice clearance fees, recruitment, and any other related fees.

12. 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 District 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.
13. USE AND HANDLING OF CONFIDENTIAL RECORD AND INFORMATION. To the extent Confidential Materials, as this term is defined below, are provided to the Contractor for its performance of the Contract, Contractor and its officers, employees, and agents shall: (1) protect the confidentiality and maintain the security of 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 District may authorize in writing; (3) not use the Confidential Material 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 ensuring adequate security measures are in place to prevent the theft, loss, destruction, erasure, alteration, and unauthorized viewing or duplication of Confidential Materials.
14. ROUTES AND SCHEDULES. District and Contractor shall coordinate the development of all routing. The District shall have the ability to add or delete students from the transportation route throughout the contract period without penalty to the District. 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.

15. U.S. MARINE CORPS BASE - CAMP PENDLETON ACCESS. Fallbrook Union Elementary School District has two (2) schools located on the premises of the U.S. Marine Corps Base, Camp Pendleton. The District requires that the awarded Contractor have security clearance to access Camp Pendleton to transport children off and on of the Military Base to their respective schools. The District will assist the awarded Contractor with gaining Military Base access with a letter stating that Contractor in transporting students on behalf of District. It is the Contractor's responsibility to adhere to the requirements of the Military Base to gain access. If the successful proposer does not comply with the requirements, consideration must be given to the next highest scoring proposer.
16. 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 District may request and/or such other reports, which may be required under all applicable laws.
17. QUALIFIED CONTRACTORS. Contractors submitting proposals on this contract must meet the following criteria:
- a. Must be located within thirty (30) miles of the Fallbrook Union Elementary School District.
 - b. Must have been in business in California and operated pupil transportation vehicles in California for the past five (5) years.
 - c. Must have all drivers and personnel that come into contact with children fingerprinted pursuant to Education Code section 45125.2.
 - d. Must gain access to USMC, Camp Pendleton to transport District's students off and on the Military Base.

**RFP – 405-23-24
RFP FORM**

**STUDENT TRANSPORTATION SERVICES
Fallbrook Union Elementary School District**

SCOPE OF WORK:

To furnish home-to-school transportation to special needs pupils and equipment between the schools of the Fallbrook Union Elementary School District or from home to other locations as designated by the Fallbrook Union Elementary School District, as indicated on the contract, for the twelve (12) month term.

Requests for transportation will be made only by the Transportation Department of the Fallbrook Union Elementary School District and no other departments within the District. If a vendor honors a run request without the above procedure, the vendor accepts all responsibilities, and the District is in no way obligated to honor the trip or any responsibilities as requested.

METHOD FOR AWARDING CONTRACT:

The award of Contract will be made in accordance with the following process:

- A. Cost**
- B. Ability to Provide Services**

PRICE SCHEDULE:

Prices are to be submitted based on a per mile rate for each route. All expenses incurred shall be included in the per mile rate, unless specifically stated on the Price Schedule. The forms may not be altered

A list containing pick-up points, destinations, and individual needs are attached. This information is based on 2022-2023 data. Please provide estimated trip mileage, as well as the number of projected routes so that your proposal estimates would service the needs of the current year students.

Fallbrook Union Elementary School District
RFP – 405-23-24
RFP FORM

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 District's project

Company Overview

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

Company Name Mailing Address:

Company Phone No: ()

Company Fax: ()

Contact Name:

Contact's Title:

Date:

Signature:

Qualifications of Proposer

Responses shall demonstrate the Contractor's overview of the project and indicate the project's complexity as well as the Contractor'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 RFP response.

Contractor's Background

Contractor 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 Contractor's point of contact for a contract resulting from this RFP
- Company background/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

**Fallbrook Union Elementary School District
PRICE SCHEDULE— STUDENT TRANSPORTATION (PER MILE RATE)
FOR CONTRACTOR-OWNED VEHICLES**

Scheduled Contracted Routes				
Trip Mileage	Trip Rate	Aide Required? If so, cost?	Additional equipment required? If so, cost?	Total Est. Cost per Trip

TOTAL ANNUAL COST: _____

- District may add or reduce the number of vehicles or buses needed with five days written notice
- Number of vehicles to be determined by bell times/student count provided

Company Name

Signature of Authorized Agent

Street Address

Business Telephone Number

City, State and Zip Code

Date Signed

Transportation Request	Student	Pick-Up Point	Destination	Aide Required	Wheel Chair	Start Date	End Date	School Total Calendar Days
Round trip	1 SPED student	3909 Reche Rd. Fallbrook, CA 92028	LR Green Elementary 3115 Las Palmas Ave. Escondido, CA 92025	No	No	Aug. 2023	June 2024	180
Round trip	2 SPED students	1005 S. Main St. Fallbrook, CA 92028	LR Green Elementary 3115 Las Palmas Ave. Escondido, CA 92025	No	No	Aug. 2023	June 2024	180
Round trip	1 SPED student	917 S. Wisconsin St. Fallbrook, CA 92028	Bear Valley Middle School 3003 Bear Valley Pkwy. Escondido, CA 92025	No	No	Aug. 2023	June 2024	180
Round trip	1 SPED student	2756 S. Mission Rd. Fallbrook, CA 92028	San Marcos Elementary 1 Tiger Way, San Marcos, CA 92069	No	No	Aug. 2023	June 2024	180
Round trip	1 SPED student	818 E. Alvarado St. Fallbrook, CA 92028	San Marcos Elementary 1 Tiger Way, San Marcos, CA 92069	No	No	Aug. 2023	June 2024	180
Round trip	1 SPED student	2626 Clearcrest Lane Fallbrook, CA 92028	San Marcos Elementary 1 Tiger Way, San Marcos, CA 92069	No	No	Aug. 2023	June 2024	180
Round trip	1 SPED student	De Luz Rd.-Green Valley Fallbrook, CA 92028	North County Academy 1640 Magnolia Circle Carlsbad, CA 92028	Yes	No	Aug. 2023	June 2024	180

WORKER'S COMPENSATION CERTIFICATE

(To be executed by Proposer and submitted with proposal)

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 contract with the District."

Company

Authorized Officer or Agent

Date

CRIMINAL RECORDS CHECK CERTIFICATION

To the Board of Education of Fallbrook Union Elementary School District:

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

1. I have carefully read and understand California Education Code Section 45125.1 applies to contracts for the provision of transportation services to the District. 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 District. This certification does not grant such approval.

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

3. 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

Typed or Printed Name

Title

Company Name

Address

Telephone

E-Mail Address

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 Fallbrook Union Elementary 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, the Board, in the best interests of the District, its students, and its employees, and in accordance with State and Federal laws, requires the district to be tobacco-free in all district buildings, facilities, and vehicles owned, leased or operated by the Fallbrook Union Elementary 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.

Per the tobacco-free school policy set forth in Board Policy Number 5131.62 of the Fallbrook Union Elementary School District a copy of which is stated above and is incorporated herein by reference; Transportation Operators and any officers, agents and employees of either of them shall be deemed visitors to the District while on District premises. Pursuant to the terms of the Policy, the use of tobacco, or any product containing tobacco or nicotine products by any visitor on school premises is prohibited.

By signing below, the undersigned acknowledges notice of Board Policy 5131.62 and remedies set forth herein.

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

REFERENCES
RFP – 405-23-24

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

Name of District/Company: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Description of Service: _____

Contract Price: _____

Dates: _____

Name of District/Company: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Description of Service: _____

Contract Price: _____

Dates: _____

Name of District/Company: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Description of Service: _____

Contract Price: _____

Dates: _____

RFP #405-23-24
AGREEMENT
Fallbrook Union Elementary School District

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the Fallbrook Union Elementary School District, San Diego County, California, hereinafter called the District and _____, hereinafter called the Contractor.

WITNESSETH that the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. THE CONTRACT DOCUMENTS: The complete contract exists of the following documents:
 - Introduction
 - Student Information
 - Instructions and Conditions
 - Special Conditions
 - RFP Form
 - Agreement
 - Contractor's Certificate Regarding Workers' Compensation
 - Non-collusion Affidavit
 - Addenda Numbers _____

Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

2. TERMINATION FOR DEFAULT: If the said Contractor fails or neglects to supply or deliver any of said service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement. The forgoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.
3. TERMINATION OF CONTRACT FOR CONVENIENCE. Either party may terminate this Contract at any time and for any reasons by giving written notice to the

non-terminating party of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. If the Contract is terminated by District as provided in this Section, Contractor shall be entitled to receive compensation for any satisfactory work completed up to receipt by Contractor of notice of termination and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to specific request by District for the performance of such work.

4. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any times during the performance of the contract, request any alterations, deviations, additions or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be by a fair and reasonable valuation. The estimated cost of a proposed change shall be established in one or more of the following methods:
 - a. By an acceptable lump sum proposal from the Contractor.
 - b. By unit prices agreed upon by the District and the Contractor

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

5. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract. The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract Documents.
6. INDEMNIFICATION AND HOLD HARMLESS. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for

damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees, or agents.

(b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

7. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by epidemic or pandemic, act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, projects, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performances is not due in part to the fault or neglect of the party not performing.
8. ASSIGNMENT OF CONTRACT: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.
9. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee, or agent of the District.
10. INSURANCE, PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: The Contractor shall maintain insurance adequate to protect him from claims under workers' compensatory act, and from claims for damages for personal injury including death and damage to property which may arise from operations under the Contract in amounts specified in the Contract Documents. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor. The Contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connections with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

11. CONDITIONAL PROPOSAL: The District reserves the right to reject any proposal which imposes conditions, or terms, on purchases, which were not specified in the original proposal document.

IN WITNESS WHEREOF: This Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

By: _____

Title: _____

Signature: _____

DISTRICT:

Fallbrook Union Elementary School District

By _____

Monika Hazel,

Superintendent