

Request for Proposals
for
Transportation Services

Proposal Deadline: **December 27, 2023, at 9:00 a.m.**

Submit Electronic Proposals To: Betsy.George@ojaiusd.org

NOTICE INVITING PROPOSALS

RFP

TRANSPORTATION SERVICES

Notice is hereby given that the OJAI UNIFIED SCHOOL DISTRICT is seeking electronic proposals from qualified companies for

Transportation Services

Electronic proposals must be submitted to the Chief Business Official at:

Betsy.George@ojaiusd.org

SUBMITTAL DEADLINE: Proposals must be received not later than: **12/27/23 at 9:00 a.m.**

Companies may obtain the RFP Documents from the District Website <https://www.ojaiusd.org/page/business-services> or by contacting the Chief Business Official at the email above.

The District intends to award contracts to one or more companies for Transportation Services for school activities such as, but not limited to, sporting events, home to school routes, current and future Special Education routes and other miscellaneous trips.

Ojai Unified School District reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any informality or irregularity and to sit and act as sole judge of the merit and qualifications of the materials or services offered. No Proposer may withdraw their Proposal Security check or bond for a period of ninety (90) days after date set for opening thereof.

By order of the Board of Trustees of the OJAI UNIFIED SCHOOL DISTRICT, Ojai, California.

Advertisement Dates: 11/17/23 & 11/24/23

OJAI UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSALS - TRANSPORTATION SERVICES

1. INSTRUCTIONS FOR PROPOSERS

1.1 PURPOSE OF RFP

OUSD intends to contract for transportation services for school activities with multiple transportation carriers or a single transportation carrier. The contract(s) will be indefinite-quantity type with no guarantee of any minimum volume of business. This will ensure maximum flexibility in obtaining transportation services on an as-needed basis. Requirements for transportation may be rotated among the transportation carriers under the contract, based on availability and rate, except where other factors compel the selection of a particular carrier. An award to multiple transportation carriers or a single transportation carrier will be based on the evaluation criteria stated, type of buses/vehicles, and transportation rates. OUSD reserves the right to award the contract(s) to either multiple carriers or a single carrier at its sole discretion. Potential Proposers are hereby advised that OUSD maintains the sole and exclusive right to determine whether or not the Proposer has the capabilities required to perform the work to be done.

In addition to the services related to school activities, the District's intent is to establish a list of approved transportation carriers that may be assigned Special Education routes starting in the 2023/2024 school year. The District would contact the approved list of carriers with specific route and detail information to obtain availability for these services. An amendment to the existing contract(s) would be created from this process. The District anticipates to contract for 2 home-to-school routes for approximately 160 students and 5 routes for approximately 30 special education students starting on July 1, 2024.

1.2 OVERVIEW OF THE AGENCY

OUSD is a unified school district located in Ventura County. OUSD consists of 5 school locations, an Adult Education program, a District Office and approximately 2,100 students.

1.3 RFP SUBMITTAL

Proposers must submit an electronic version of their RFP response to the Chief Business Official email Betsy.George@ojaiusd.org no later than **9:00 a.m.** (PST), on **12/27/23**. Proposals will be posted on the District website noted in the Notice Inviting Proposals.

It is the sole responsibility of the person submitting the proposal to ensure that it is delivered on time. Any proposal submitted after the proposal due date and time will not

be viewed and will be considered non-responsive.

OUSD shall not be responsible for, nor accept as a valid excuse for late delivery, technological difficulties, or other related issues.

All Proposals submittals shall include the subject line **“Proposal Transportation Services.”**

All Proposals shall be firm offers subject to acceptance by OUSD and may not be withdrawn for a period of ninety (90) calendar days following the last day to submit Proposals. Proposals may not be amended once submitted to OUSD.

1.4 REQUEST FOR INFORMATION OR CLARIFICATION

Written questions are to be submitted to the Chief Business Official via email Betsy.George@ojaiusd.org.

After review of the RFP document, questions or clarification requests regarding this RFP must be put in writing and received by OUSD no later than **4:00 p.m. (PST)** on **12/11/23**. Potential Proposers are responsible for reading the questions and answers, which will be posted on the OUSD website: <https://www.ojaiusd.org/page/business-services>

OUSD shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

1.5 DEFINITIONS

The term “OUSD” or “District” as used in this RFP document shall be construed to include the Ojai Unified School District, its employees, officers, and agents. The “Contractor”, “Carrier”, or “Proposer” is named as such in the RFP documents and is referred to in generic terms.

1.6 RFP ADDENDA/CLARIFICATIONS

If it becomes necessary for OUSD to revise any part of this RFP, or to provide clarification or additional information after the Proposal documents are released, a written addendum to the original RFP will be posted on the OUSD website. It shall be the responsibility of the potential Proposer to view the District website noted in the Notice Inviting Proposals. All addenda issued shall become part of the RFP.

1.7 PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as any expenses incurred by the potential Proposer in: (1) preparing its Proposal in response to this RFP; (2) submitting that Proposal to OUSD; (3) negotiating with OUSD any matter related to this RFP, including a

possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. OUSD shall not, under any circumstance, be liable for any pre-contractual expenses incurred by potential Proposers, and shall not include any such expenses as part of their Proposals.

1.8 MODIFICATIONS

Changes in or additions to the Proposal Form or Proposal submitted, or any other modification of the Proposal Form which is not specifically called for in these Proposal documents may result in OUSD's rejection of the Proposal as not being responsive to this RFP. No oral, telephonic, telegraphic, or facsimile Proposals or modifications will be considered. All addenda issued during the RFP process shall be incorporated into the Proposal automatically and must be acknowledged on the Proposal Form (Exhibit A).

1.9 ERASURES

The Proposal submitted must not contain any erasures, interlinear changes, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the person(s) signing the Proposal.

1.10 SIGNATURE

All Proposals, including addendum(s) thereto, must be signed in the name of the Proposer and must bear the signature in longhand of the person or persons duly authorized to sign the Proposal. Unsigned Proposals may be considered non-responsive, thus resulting in possible rejection of the Proposal.

1.11 WITHDRAWAL OF PROPOSAL

Any Proposer may withdraw his or her Proposal by written request to the Chief Business Official, Betsy George, at any time prior to the scheduled closing time of receipt of Proposals.

1.12 JOINT OFFERS

OUSD intends to contract with a single company and not with multiple firms doing business as a joint venture.

1.13 PROPOSAL SECURITY

No proposal security is required.

1.14 PROPOSED CONTRACT

The Proposer(s) selected for contract awards through this RFP shall be required to enter

into a written Contract with OUSD within ten (10) calendar days from the date of receiving the Notice of Award and Contract. The Contract presented, attached as **Attachment A**, of this RFP is the Contract proposed for execution. It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the Proposer's offer or the outcome of contract negotiations, if any, conducted with the Proposer. Exceptions to the terms and conditions of the Contract, or the Proposer's inability to comply with any of the provisions of the Contract, must be declared in the Proposal response.

The Proposer's attention is directed particularly to **Section 18, Insurance** in the Contract, which specifies the minimum insurance requirements that shall be met by the successful Proposer(s). **The Proposer's inability or unwillingness to meet these requirements must be stated as an exception in the Proposal.** Insurance minimums must be met according to the requirements set forth by the United States Department of Transportation, California Public Utilities Commission and any other State or Federal agencies. It is preferred that carriers providing services for the District and carry the insurance liability amounts herein.

The term of the contract is three (3) years with, by mutual consent by both parties, the ability to add on, in 1-year increments, up to no more than five (5) years total.

1.15 EXCEPTIONS/DEVIATIONS

Exceptions or deviations from the Proposal, recapitulations of the item(s) proposed, alternate Proposals, or any other change of the Proposal form which are not specifically called for in the Proposal documents may result in OUSD's rejection of the Proposal as being non-responsive.

1.16 RFP EVALUATION

OUSD will evaluate each carrier's Proposal to determine the responsiveness of each Proposal to the specified requirements. Evaluation criteria shall include, but not be limited to, responsiveness to Proposal, carrier rates, carrier reference feedback, carrier experience and carrier's ability to provide required insurance coverage.

1.17 CONTRACT AWARDS

1.17.1 OUSD intends to contract for transportation services for home-to-school routes, school activities, and special education student routes with multiple transportation carriers or a single transportation carrier. The contract(s) will be indefinite-quantity type with no guarantee of any minimum volume of business. This will ensure maximum flexibility in obtaining transportation services on an as-needed basis. Requirements for transportation may be rotated among the transportation carriers under the contract, based on availability and rate, except where other factors compel the selection of a particular carrier. The District intends to issue any ongoing or consistent route for special education students to a carrier or

carriers that meet all the required qualifications to do so, and at the lowest rate(s). An award to multiple transportation Carriers or a single transportation carrier will be based on the evaluation criteria stated, type of buses/vehicles, and transportation rates. OUSD reserves the right to award the contract(s) to either multiple carriers or a single carrier at its sole discretion. Potential Proposer are hereby advised that OUSD maintains the sole and exclusive right to determine whether or not the Proposer has the capabilities required to perform the work to be done.

- 1.17.2 If an award is made on a Proposal, the contracts will be awarded according to the authority granted the Board of Trustees of OUSD under California law. Ordinarily, contracts are awarded to the lowest responsible Proposer, however, certain statutes authorize award for contracts to other than the lowest responsible Proposer, at the discretion of the Board of Trustees. The Board of Trustees reserves the right to award this contract in accordance with the fullest authority granted it under state law.

1.18 EVIDENCE OF RESPONSIBILITY

Upon the request of OUSD, a Proposer whose RFP response is under consideration for the award of the contract shall submit promptly to OUSD satisfactory evidence showing the Proposer's financial resources, and proof that its organization and facilities are available for the performance of the Contract. OUSD hereby requests the name of at least three (3) references for whom similar services have been completed during the previous five years, and these references shall be supplied as part of Proposer's submittal package, on the **"Customer Reference Listing, Exhibit C"** which is included as part of these Proposal documents. OUSD reserves the right to inspect the premises of any Proposer and obtain additional information it sees fit to make a contract award decision. OUSD reserves the right to inspect the premises of any contracted carrier at any time for the duration of the contract.

1.19 PROTESTS

Any protest against the award of a contract pursuant to this Proposal must be received by OUSD, in accordance with the directions given in this section, within three (3) calendar days after Proposal opening. OUSD shall not be obligated to consider protests received after the above-specified deadline. All protests must be in writing and submitted electronically to the Chief Business Official via email to Betsy.George@ojaiusd.org.

Any protest shall contain a full and complete written statement: (1) Specifying in detail the grounds of the protest; and (2) Identifying the specific facts supporting the protest. If a protest is deemed not to meet these two conditions, no extra time may be granted in meeting the initial three (3) calendar day deadline noted above. If the protest meets these two conditions, the Director of Purchasing shall consider the protest in a timely fashion and shall issue OUSD's final decision upon the protest.

A bidder may withdraw its Protest at any time.

1.20 PROPOSAL DOCUMENTS

The RFP includes the following documents:

- Notice Inviting Proposals
- Instructions for Proposers
- Proposal Format and Content
- Scope of Work

The RFP includes the following documents that must be submitted with the RFP Response. It is recommended this section is used as a checklist.

- Exhibit A Proposal Form
- Exhibit B Certification Regarding Debarment
- Exhibit C Customer Reference Listing
- Exhibit D Non-Collusion Declaration
- Exhibit E Certification Regarding Iran Contracting Act

2. PROPOSAL FORMAT AND CONTENT

2.1 PROPOSAL CONTENT

2.1.1 Transmittal Letter/Introduction

The letter of transmittal shall be addressed to the Chief Business Official and must, at a minimum, contain the following:

- identification of the offering firm(s), including name, address, and telephone number of each firm;
- proposed working relationship among the offering firms (e.g., prime sub-Carrier), if applicable;
- name, title, address, email, and telephone number of a firm contact person who can supply information during the Proposal evaluation period;
- a statement to the effect that the Proposal shall remain valid for a period of not less than ninety (90) days from the date Proposals are received;
- identification of any information contained in the Proposal which the Proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the state Public Records Act (a blanket statement that all contents of the Proposal are confidential or proprietary will not be honored by OUSD); and
- signature of a person authorized to bind the offering firm to the terms of the

Proposal.

2.1.2 Table of Contents

Immediately following the transmittal letter and introduction, there should be a complete table of contents for material included in the Proposal.

2.1.3 Qualifications, Related Experience, References and Safety

2.1.3.1 Provide a list of public sector, county offices of education, and school district clients for whom you have provided similar transportation services during the past five (5) years. Include duration of contract, agency names, contact person, titles, emails and telephone numbers of individuals that OUSD can contact as references for your firm.

2.1.3.2 Furnish background information about the firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect the Proposer's ability to perform contractually. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency.

2.1.3.3 Provide certified copy of the business license in the city your firm is headquartered in.

2.1.3.4 Indicate the agencies for which your firm is *currently* engaged in providing school activity transportation services for (school district, nonpublic school or county offices of education). Please indicate the number of years your firm has been providing these services.

2.1.3.5 Safety Programs/Accident Records

Provide the following information for the time period January 1, 2022 through December 31, 2022:

- Number of accidents
- Number of miles driven
- Ratio per accident per million miles
- Number of buses being run, including spares

2.1.3.6 Furnish as an appendix financial information (such as last year-end Income Statement and Balance Sheet) that accurately describes the

financial stability of your firm. (If financial statements are provided, their disclosure will be confined to those individuals involved in the evaluation of the Proposals and award of ensuing contracts.)

2.1.4 Proposed Staffing and Project Organization

2.1.4.1 Identify the key personnel from your firm that will provide transportation services for OUSD. Include a brief description of their office location(s). Identify personnel who would provide day- to-day direction and become OUSD's primary contact person.

2.1.4.2 Driver Personnel

A. Indicate the number of drivers now employed by your firm in the format below.

School Bus _____

Other Bus _____

School Pupil Activity Bus (SPAB) Drivers _____

B. Describe your firm's drug testing procedure and indicate who must be tested.

C. Describe the safety and special training programs conducted by your firm.

2.1.4.3 Facilities and Maintenance

Describe your firm's facilities, including administrative facilities, bus yards, and maintenance facilities. Discuss any special attributes of each facility. List current California Highway Patrol inspection and terminal ratings for each vehicle maintenance facility.

2.1.5 Cost and Price

Complete the **Exhibit A, Proposal Form**, attached hereto and made a part hereof, for each bus type Proposer is interested in providing transportation service. Quote all prices as fully burdened rates.

2.1.6 Appendices

2.1.6.1 Supporting Documents

Furnish as appendices those supporting documents (e.g., financial

statements, staff resumes) requested in the preceding instructions.

2.1.6.2 Additional Information

Include any additional information the firm deems essential to a proper evaluation of its Proposal and which is not solicited in any of the preceding sections. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

SCOPE OF WORK

1. GENERAL CONDITIONS AND SCOPE OF WORK

The services to be provided by the Carrier shall consist of furnishing the required type of buses, bus drivers, other specified vehicles, administrative and support staff, and facilities for home to school routes, school activity transportation of field trips, athletic team events, special education home to school routes and other programs and classes operated by OUSD, at such time and places as specified by OUSD. The work to be done includes transportation for other school sponsored activities OUSD's existing transportation department is unable to provide and in accordance with information provided by OUSD.

2. OPERATION OF CONTRACT

After the contract award(s) is/are made by the Board of Trustees in each category (bus type and capacity), a list will be maintained by OUSD of accepted Proposals by category. When bus service is requested and cannot be provided by OUSD's transportation department, and multiple carriers were awarded contracts, the following will occur:

- 2.1 Transportation Services will contact the carrier for the appropriate as needed category (this may be based on bus hourly rate and type of vehicle requested).
- 2.2 The work will be offered and may then be accepted or declined by this carrier.
- 2.3 If the work is accepted, all terms and provisions of this Contract will apply.
- 2.4 If the work is rejected, OUSD Transportation Services Department will offer the work to the carrier with the next appropriate vehicles or lowest Proposal rate for the appropriate category.
- 2.5 This procedure will continue until all carriers in the applicable Proposal category have been contacted.

Note: Home to School routes and Special Education transportation for specific routes starting July 1, 2024 will be specific in nature and set up as consistent daily routes and will not be subject to 2.1 – 2.5 noted above.

3. BUS REQUIREMENTS

Carrier shall provide, if requested, a school pupil activity bus that meets the requirements in Education Code Section 39830.1.

3.1 Certification of School Buses

All buses shall meet all applicable regulations and laws relating to pupil transportation in the State of California including, but not limited to, the provisions of the State of California Vehicle and Education Codes, regulations of the California State Board of Education, and Title 13 of the California Administrative Code. Carrier shall furnish, upon request, certificates of compliance and copies of California Highway Patrol terminal inspections certifying that all school pupil activity buses (SPAB) to be used to transport students pursuant to this Contract are in compliance with applicable provisions of the California State Vehicle Code and regulations of the California State Highway Patrol.

Carrier shall comply with the South Coast Air Quality Management District Rule 1195, Clean On-Road School Buses.

3.2 Mechanical Condition

All buses used by the carrier to provide transportation services for students shall be in good mechanical and safe operating condition during the entire term of this Contract.

3.3 OUSD's Right to Inspect

OUSD shall have the right to inspect vehicles used by the carrier in the performance of the work under this Contract. Inspections shall be conducted at such times as are determined by OUSD. All inspections shall be conducted during hours which do not inhibit the carrier's ability to transport OUSD pupils, or conduct business with other clients, in accordance with the approved schedules.

Buses deemed to be unfit for providing transportation service, or which are not certified at the time of the inspection, shall be replaced by the carrier with another bus in proper condition, of the appropriate size, type, and capacity.

3.4 Construction and Age of Vehicles

All buses provided by the carrier shall be constructed to California State and United States Federal Standards for body joint strength, rollover protection, window retention, compartmentalization, seat padding, spacing, securement and containment, and fuel system integrity as established by Federal Motor Vehicle Safety Standards Numbers 217, 220, 221, and 222 inclusive.

In addition, Type 2 buses shall not be more than ten (10) years old during the period of the Contract. Type 1 (conventional) buses shall not be more than fifteen (15) years old during the period of the Contract, and Type 1 (transit) buses and recliner coaches shall not be more than fifteen (15) years old.

Should carrier wish to use a vehicle or bus older than specified above, OUSD will inspect said bus(es) or vehicle(s) and will authorize or deny the request, based on the condition(s) of the bus(es) and vehicle(s).

4. BUS REQUIREMENTS

4.1 Mandated Changes

If during the period of this Contract, any installation or modification of equipment is required due to a change in the law or applicable rules and/or regulations, such modification or installation shall be made by the carrier without notification from OUSD. The cost of such modification and/or installation shall be borne by the carrier.

4.2 Two Way Emergency Radio System

Radios or driver cell phones shall be provided and maintained by the carrier in good operating condition at all times. All buses shall be equipped with said radio and cell phone equipment.

Carrier shall instruct bus drivers and other appropriate staff in the use of the equipment in accordance with the emergency procedures approved by OUSD.

4.3 Seat Belts

Seat belts shall be provided by the carrier, if required by law. Bus drivers will require pupils to use seat belts on buses so equipped.

4.4 Car Seats and Shoulder Harnesses

If car seats, shoulder harnesses or other restraining devices are required because of the handicapping condition of a pupil being transported, OUSD may request the carrier to provide such apparatus.

All car seats, shoulder harnesses, and restraining devices shall meet appropriate Federal Motor Vehicle Safety Standards and required crash tests. OUSD may assist in design and sizing of all required apparatus.

4.5 Camera System

Each bus shall have a digital camera system with a minimum of 3 camera positions, stepwell, front and rear of passenger seats with the ability to maintain a at least one week of video before being overwritten. The system shall be capable of sending clips of videos to OUSD and appropriate school personnel via email and the contractor shall maintain spare hard drives as backup.

4.6 GPS

All buses must have a GPS system installed and working. The GPS system shall have the capability to refresh every 30 seconds or when requested by users. Information shall be uploaded to an internet-based system and be password accessible to OUSD. The system shall be installed so that location is demarcated each time the main service door is opened or closed. The system shall be able to display the track of the vehicle, and record direction of travel, speed, and mileage. This system shall be used to verify contractor's time, completion of schedules and provide daily bus reports. This system should be able to locate a vehicle in an emergency, at any time. The data generated by the system must be downloadable into an excel format. Contractor shall be responsible for all hardware during the contract period. Historical data must be maintained for five (5) years.

4.7 Inspections

All buses used in the contract shall have state-approved electronic child check devices properly installed. Contractor shall document that all child checks were appropriately performed for each trip or route.

4.8 Air Conditioning

All buses must have air conditioning in the main passenger compartment.

5. SPECIAL EDUCATION ROUTE VEHICLE REQUIREMENTS

5.1 Wheelchair Buses

All lift equipment buses shall be flat floor with track mounted, flexible seating, with initial seating plan for 4 wheelchair stations in small buses and 9 wheelchair stations for large buses. Wheelchair lift shall be right side mounted. Each wheelchair bus shall have two vehicle batteries. All wheelchair lifts shall be installed inside the passenger compartment of the bus. All wheelchair lifts shall be powered by electric or hydraulic power with manual backup. Minimum lift

capacity is 800 lbs. Lifts are to be fold out and designed by the manufacturer for use in school buses. Lifts shall be located in the rear of the bus.

Securement systems shall meet DOT FMVSS 222. The wheelchair passenger securement system shall incorporate adjustable shoulder harnesses. System shall be compatible with track mounted seat assemblies. Track assemblies shall be integral with bus body and not added onto the existing body panels. Upper securement harness track shall be factory installed above the windows on window header supports and accommodate all wheelchair positions. Acceptable wheelchair securement systems are Sure-Lok retractor system with storage bag and Q-strait QRT series with bag, or equivalent.

5.2 Oxygen Bottles

Carrier shall have the ability to transport oxygen bottles safely and supply all necessary devices on lift equipped buses.

5.3 Age of Buses

It is anticipated that any bus for special education specific routes starting July 1, 2024, must be less than ten (10) years old and have less than 100,000 miles at the start of the contract or when added to the fleet.

6. SCHOOL BUS DRIVER REQUIREMENTS

Pursuant to Education Code Section 39830.1, “The driver of a school pupil activity bus shall be subject to the regulations adopted by the Department of the California Highway Patrol governing school bus drivers, except that the regulations shall not require drivers to duplicate training or schooling that they have otherwise received that is equivalent to that required pursuant to the regulations, and the regulations may not require drivers to take training in first aid. However, a valid certificate to drive a school pupil activity bus does not entitle the bearer to drive a school bus.”

6.1 Health Requirements

Each school bus driver employed by the carrier to provide service to OUSD shall be in good health. In compliance with Health and Safety Code Sections 3400 et seq., each driver, whether permanent, temporary, or substitute, prior to driving for OUSD, shall have a tuberculosis examination consisting of an approved intra-dermal tuberculin skin test, which if positive, is to be followed by an x-ray of the lungs. Repeat examinations shall be required every four (4) years.

In compliance with the Motor Carrier Safety Regulations (Title 49, Sections 391.41 - 391.49 of the Code of Federal Regulations), each driver, whether permanent, temporary, or substitute, prior to driving for OUSD shall submit to the carrier a completed Medical Examiners' Certificate.

Carrier shall establish and maintain a record keeping system to assure that each driver meets these requirements. This system shall be available for review by OUSD at any time.

6.2 Moral Character

Carrier recognizes that, for the protection of pupils, drivers and other persons who have contact with the pupils and their families must be of stable personality and high moral character. Carrier shall assure that all its personnel meet these qualifications. Carrier will not allow any person to drive a school bus whose conduct might in any way expose a child to any impropriety of word or conduct, nor shall carrier allow any person to drive a school bus who is not, at the time, in a condition of mental and emotional stability. The use of drugs, alcohol and tobacco while driving a school bus is prohibited.

6.3 Drug Testing

Carrier shall conduct, or cause to be conducted, tests acceptable to OUSD which are designed to determine the presence of illegal drugs, controlled substances, and the presence of alcohol. Such tests shall be conducted upon:

6.3.1 All permanent, temporary, or substitute employees including management staff, mechanics, and drivers before the employee first begins work under the Contract.

6.3.2 Any trainee who will drive a vehicle assigned to provide transportation service under the Contract.

6.3.3 Any person found to be at fault in a preventable accident (or involved in an accident, but not absolved of fault at the accident scene by a California Highway Patrol or other law enforcement officer) while driving a vehicle under the Contract or transporting OUSD pupils.

6.3.4 Any person whom the carrier, or OUSD's representative, has reasonable cause to believe has reported to work, or is at work, or is on OUSD property, while under the influence of drugs or alcohol.

6.4 Uniforms - All drivers shall be well groomed at all times and shall wear a Carrier provided uniform consisting of a shirt and identification badge. Carrier shall require all drivers to have a timepiece with them while on duty so that the driver can maintain established time schedules.

6.5 Background Checks and Pre-Employment Screening

Carrier shall develop and implement background check procedures which include fingerprinting of all drivers who will be assigned to provide services hereunder. Fingerprints will be used from criminal background checks and the determination of vehicle code violations which would make a driver, or potential driver, unsuitable for performing services hereunder. Carrier shall immediately discharge a driver if criminal and/or vehicle code violations which would disqualify the driver from employment hereunder, is reported as a result of the fingerprint check. Carrier shall develop and implement a pre-employment screening program for all candidates for employment who do not have prior experience driving a school bus and handling handicapped pupils. The screening program shall be designed to assist the Carrier in determining the candidate's suitability for assignment to transportation services to be provided under this Contract.

7. ADMINISTRATION AND SUPERVISION OF TRANSPORTATION SERVICE

Carrier shall maintain staff as required for effective management and supervision of the transportation service provided to OUSD. In addition to such other personnel as may be required to administer the contract for pupil transportation, the Carrier shall employ and assign a responsible project manager to act as Carrier's designee in all matters relating to the contract and the work to be done.

8. ACCIDENT REPORTS

All accidents which involve equipment and personnel while in operation pursuant to this Contract shall be reported to OUSD. Accidents involving injuries to pupils or other persons shall be reported to OUSD immediately after Carrier is notified of same. Accident reports may be delivered verbally; however, a written report which includes all available and pertinent information must be provided by the Carrier as soon as reasonably possible after each occurrence, but in no event later than three (3) working days after the accident.

9. DISCIPLINE ON THE SCHOOL BUS

The bus driver is responsible for rider discipline on the bus as specified by law. The Carrier shall provide regular reporting to OUSD of incidents of misconduct on the bus and corrective action taken.

10. SECURITY AND SAFETY ON SCHOOL GROUNDS

Carrier shall instruct drivers regarding the rules and regulations applicable to safe driving on school grounds and shall ensure that Carrier's drivers exercise extreme caution at all times when pupils are present on the school grounds. Teachers and/or aides will supervise pupils on the grounds to ensure safe ingress and egress for school buses.

11. SERVICE DISRUPTIONS

Notification of disruption of service provided by the Carrier shall be reported to OUSD as soon as possible, but in no case later than fifteen (15) minutes from the time the Carrier is aware of such a situation. (IE: equipment breakdowns, lost or ill drivers, pupil disruptions, pupil illness or injury, buses running late, etc.)

EXHIBIT A
PROPOSAL FORM
Page 1 of 3
REQUEST FOR PROPOSALS
TRANSPORTATION SERVICES

TO: Ojai Unified School District (OUSD)

FROM: _____ (Carrier Name)

- A. Pursuant to and in compliance with the Notice Inviting Proposals and the other documents relating thereto, the undersigned Proposer, having become familiarized with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, equipment, expendable equipment, and all utilities necessary to perform the Contract and all of the work required in connection with providing Transportation Services as described herein.

All in strict conformity with the specifications and other Proposal Documents, for Field Trips, Other Transportation, and Other Cost Considerations including Addenda Nos.

☐ Addenda 1 ☐ Addenda 2 ☐ Addenda 3 ☐ Addenda 4 ☐ Addenda 5

as issued, all on file with OUSD, for amounts set forth herein.

Quote all bill rates as fully burdened rates.

- B. As specified in the Information for Proposer, OUSD reserves the right to accept or reject any or all Proposals or to waive any irregularities or informalities in any Proposals and that this Proposal shall remain open and not be withdrawn for a period of ninety (90) days.
- C. The Proposer(s) selected for contract award through this RFP shall be required to enter into a written Contract with OUSD within ten (10) calendar days from the date of receiving the Notice of Award and/or Contract and provide all required insurance certifications showing Ojai Unified School District as additional insured.
- D. Proposers shall provide costs associated with each vehicle type in the Price Table. It is intended that the rates provided in response to this RFP shall be valid for no less than a one-year period. Respondents are to provide rates in the blank cells.

EXHIBIT A
PROPOSAL FORM
Page 2 of 3
REQUEST FOR PROPOSALS
TRANSPORTATION SERVICES

Company Name: _____

PRICE TABLE:

Category	Passenger Capacity of Bus	Base Rate (5 Hours) Live	Hourly Rate After 5 Hours	Cancellation Charge (if less than 24 hours)
1	16-20 School Bus			
2	21-48 School Bus			
3	49-66 School Bus			
4	67-90 School Bus			
5	47 PAX Recliner			
6	51 PAX Recliner			
7	57 PAX Recliner			
8	5-10 Mini Van			
9	Town Car			
10	SUV			
*11	4 Wheelchair/6 Ambulatory Bus			
*12	9 Wheelchair/10 Ambulatory Bus			
*13	24 Passenger Ambulatory Bus			
*14	Wheelchair Van			
15	Other			

*Future Special Education routes, bidder to provide specific vehicle type if varies from listed description(s)
Any route or request is not limited to the above listed vehicles.

EXHIBIT A
PROPOSAL FORM
Page 3 of 3
REQUEST FOR PROPOSALS
TRANSPORTATION SERVICES

1. Other Discounts (describe):

2. Specify additional rates for overnight and mountain rates:

3. Specify any cleaning fees:

4. Specify vehicles with air conditioning:

5. Specify vehicles with wheel chair accessibility:

6. Other Additions/Exceptions:

Company Name (please print)

Address

Date

Email Contact

(Signature of Proposer)

(Name & Title of Authorized Signer)

EXHIBIT B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER
INELIGIBILITY (FEDERAL EXECUTIVE ORDER 12549)
REQUEST FOR PROPOSALS

TRANSPORTATION SERVICES

Company Name: _____

By executing this document, Carrier certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- B. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section B above, of this certification; and,
- D. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause default.

(Signature of Officer) (Date)

(Type Name of Officer)

(Title)

EXHIBIT C
CUSTOMER REFERENCE LISTING
REQUEST FOR PROPOSALS

TRANSPORTATION SERVICES

Company Name: _____
Respondent must provide at least three (3) references of a public agency, preferably a school district, contracted within the last five (5) years.

REFERENCE NAMES:

1). _____

Telephone: _____
Email: _____
Contact: _____
Contract Dates: _____

2). _____

Telephone: _____
Email: _____
Contact: _____
Contract Dates: _____

3). _____

Telephone: _____
Email: _____
Contact: _____
Contract Dates: _____

4). _____

Telephone: _____
Email: _____
Contact: _____
Contract Dates: _____

5). _____

Telephone: _____
Email: _____
Contact: _____
Contract Dates: _____

EXHIBIT D
NON-COLLUSION DECLARATION
REQUEST FOR PROPOSALS

TRANSPORTATION SERVICES

Contractor: _____

The undersigned hereby declares:

I am the _____ (insert position) of _____
_____ (insert Contractor name), the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true.

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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty for perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (insert date), at _____ (insert city), _____ (insert state).

Representative Name: _____

Representative Signature: _____

Date Signed: _____

PROJECT/CONTRACT NO.: _____ between the
Ojai Unified School District (“District”) and _____
_____, (“Contractor” or “Bidder”)
_____. (“Contract” or “Project”).

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- ☐ **OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
- ☐ **OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<u>Vendor Name/Financial Institution (Printed)</u>	<u>Federal ID Number (or n/a)</u>
<u>By (Authorized Signature)</u>	
<u>Printed Name and Title of Person Signing</u>	<u>Date Executed</u>

RFP Transportation Services