

PURCHASING & WAREHOUSE DEPARTMENT
2326 Bisso Lane, Concord, California 94520

REQUEST FOR PROPOSAL

#1957

2025 CHARTER BUS SPAB TRANSPORTATION SERVICES

FOR

MT. DIABLO UNIFIED SCHOOL DISTRICT

DATE DUE: May 22, 2025 10:00 a.m.

MT. DIABLO
UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSAL
RFP #1957 – 2025 Charter Bus SPAB Transportation Services

1.0 Overview of Request for Proposals

1.1 Publication of Request for Proposals

Mt. Diablo Unified School District ("MDUSD" or "District") is issuing this request for proposals ("RFP") to solicit proposals from School Pupil Activity Bus ("SPAB") service providers to provide end-to-end transportation services for students' field trips, excursions, and sporting events. The District seeks service providers that share our goals of student enrichment and preparedness for career and life skills while maintaining the highest levels of customer service.

As used in this RFP, the following words have the meanings assigned to them herein.

"**Contractor.**" Contractor refers to the entity who the District selects for award of contract pursuant to this RFP and with whom the District successfully negotiates the terms of an agreement.

"**Key Personnel.**" Key Personnel refers to the individuals who will perform essential roles in establishing, coordinating, and delivering the services requested under this RFP.

"Proposer." The Proposer refers to any entity submitting a response to this RFP. Also referred to as Respondent.

"Submittal." The Submittal refers to a response package submitted in response to this RFP. Also referred to as Statement of Proposals or Proposal.

1.2 Timeline and Key Dates

The anticipated schedule for this solicitation event is as follows.

MILESTONE	**Weekday**	**Date**
Document Posting (MDUSD Website)	Friday	May 2, 2025
Advertising Run Dates	Fri.& Wed.	May 2, 2025 & May 7, 2025
Pre-Proposal Question Submission Deadline	**Thursday**	**May 15, 2025**
Question and Answer/Addendum Posting	**Monday**	**May 19, 2025**
Proposal Due (by 10:00 A.M.)	**Thursday**	**May 22, 2025**
Intent to Award Notice (Anticipated)	Tuesday	May 27, 2025
Board of Education Approval Date (Anticipated)	Wednesday	June 11, 2025
Contract Start Date (Anticipated)	Tuesday	July 1, 2025

MT. DIABLO
UNIFIED SCHOOL DISTRICT

RFP Contact: Elizabeth McClanahan, Director of Purchasing & Warehouse
(925) 825-7440 Ext: 3740; McClanahanE@mdusd.org

Project Manager: Cristian Lepe, Director, Transportation,
(925) 825-7440 Ext: 3705

Deliver sealed RFP Packet to:
Purchasing and Warehouse Department
MT. DIABLO UNIFIED SCHOOL DISTRICT
ATTN: RFP# 1957
2326 Bisso Lane, Concord, CA 94520

1.3 Instructions to Request for Proposal Bidders

1. Submitting RFPs. **(a)** The RFP must be submitted on this form, in its entirety, (attachments accepted) in a **sealed envelope** with the wording *2025 Charter Bus SPAB Transportation Services for MDUSD, RFP #1957* marked on the outside. Please submit the Pricing Spreadsheet by email to ***McClanahanE@mdusd.org***. **(b)** All documentation of unit pricing or other cost breakdowns as outlined in this RFP must be submitted to support the total RFP price. **(c)** RFPs/corrections received after the closing time will not be opened. The Mt. Diablo Unified School District will not be responsible for RFPs not properly marked and delivered. Upon award, all submissions become a matter of public record.

   a. **Date Due.** RFPs must arrive in the **Purchasing Office, 2326 Bisso Lane, Concord, CA 94520, by 10:00 a.m. on May 22, 2025**. RFPs received after the date and/or time stated will be considered late and will not be considered for award.

   b. **Notice of Intent to Award** will appear in RFP #1957 **"Status"** located on MDUSD's website on or before **May 27, 2025.**

   c. **Responsibility.** RFP Bidders are solely responsible for ensuring their RFP is received by the Mt. Diablo Unified School District in accordance with the solicitation requirements, before the date and time specified in the RFP, and at the place specified. The Mt. Diablo Unified School District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of RFP shall be made at the office specified in the RFP. Deliveries made before the Date Due and time but to the wrong Mt. Diablo Unified School District office will be considered non-responsive unless re-delivery is made to the office specified before the Date Due and time specified in the RFP. RFPs received after the scheduled RFP Submittal Deadline will be returned unopened.

d. **Extension of Due Date and/or Time.** The Mt. Diablo Unified School District reserves the right to extend the Date Due and/or time when it is in the best interest of the Mt. Diablo Unified School District.

2. Preparation of RFPs. RFP's must be submitted in ink or typewritten. Both **unit price and extension** (where applicable) for all line items must be shown where required on the RFP form. Signature on RFP's must be in **wet ink (blue ink)** to be considered acceptable. RFP on each item separately. Prices should be stated in units specified hereon. **RFP Bidders are requested to submit their pricing on the RFP forms provided**. Each RFP must be submitted in a separate ***sealed envelope*** with the RFP number on the outside, and must be submitted to the Purchasing/Warehouse Department of the Mt. Diablo Unified School District at the time and date specified. Fax or other electronic delivery of RFPs is not acceptable.

3. Errors and Corrections. No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by the person signing the RFP. Verify your RFP before submission as the RFP cannot be withdrawn or corrected after being opened or withdrawn until the specified time period has elapsed. The District will not be responsible for errors or omissions on the part of Bidder in making up their RFP.

4. Sales Tax. Do not include California State Sales or Use Taxes in unit prices in Proposal.

5. Failure to Respond. If you do not respond to this RFP, please mark "no RFP" in the space provided and sign it, and return the RFP, otherwise your name may be removed from the Bidder's list.

6. Substitutions and Samples. If quoting on other than the make, model or brand specified, the manufacturer's name and model or catalog number must be given. Where samples are requested, they must be furnished free. Suitable and valuation of "equals" rest in the sole discretion of the District. Samples will be returned at Bidder's expense provided a request accompanies the samples and provided further that samples are not destroyed by tests.

7. Acceptance and Award of RFP. The right is reserved to reject any or all RFPs to accept or reject any line items thereon, and to make any combinations of line-item awards.

   a. Award of this RFP shall be made to the most responsible Bidders who is fully responsive to the terms of this solicitation. A Bidder **must** deliver the items within the required delivery date (RDD) in order to be declared responsive to this RFP. The District may consider prompt payment discounts (only terms of 2% / 30 days or better will be considered) and other rebates offered on the RFP form in determining lowest net cost.

b. RFPs may be rejected on grounds of non-responsiveness or non-responsibility. RFPs are subject to acceptance at any time within ninety (90) days after opening of the same unless otherwise stipulated.

c. The District reserves the right to make no award at all and further reserves the right to reject any and all RFPs and to waive any irregularity or discrepancy associated with the RFP.

d. Once the District has approved awarding the contract(s) to the most responsive/responsible Bidders the successful Bidders will be required to sign and provide evidence of insurance within ten (10) calendar days, unless extension of time if authorized by the District.

8. Patents, Etc. The Vendor shall hold the Mt. Diablo Unified School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this RFP.

9. Failure to Fulfill Contract. If any contractor or vendor fails to deliver any article or service or delivers any article or service that does not conform to the specifications, the District may, at its sole discretion, set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the Mt. Diablo Unified School District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and its sureties. The Board of Education reserves the right to cancel any articles or services that the successful Bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Bidder provided satisfactory proof is furnished to the Board or Education, if requested.

10. RFP Signatures. All RFPs must show the firm name and must be signed with a ***wet signature*** (**blue ink**) by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

11. Cancellation for insufficient or non-appropriated funds. The Bidders hereby agrees and acknowledges that monies utilized by the District to purchase the items RFP is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time

and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

12. Hold Harmless. Successful Bidder/Contractor agrees to indemnify, defend, and hold harmless the Name of Mt. Diablo Unified School District, it's governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Successful Bidder/Contractor's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

13. Warranty/Quality. All items furnished shall be subject to inspection and rejection by the District for defects or noncompliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications shall be deducted from the contract price.

14. Pricing-Term of Contract. Minimum contract term is one (1) year. Quoted prices must stay in effect for twelve (12) months after award of RFP and may be extended upon mutual consent of Mt. Diablo Unified School District and Contractor for two additional one-year periods in accordance with provisions contained in the Education Code, Sections 17596 (K12). If extended, price increases may be negotiated but may never exceed an increase of more than five percent (5% annually) without prior District consent.

15. Termination. Mt. Diablo Unified School District reserves the right to terminate any or requirement contract resulting from this RFP without penalty upon thirty (30) days written notice to the vendor.

16. Multi-Year Extensions. Subject to the provisions of **Paragraph 14**, and pursuant to Education Code, Sections 17596 (K-12), this RFP **may** be extended (by mutual consent expressed in writing) for up to (2) additional one (1) year increments (total potential RFP life of three (3) years from Board of Education award).

17. No Minimum or Maximum Quantities, Order Charges, or Limitations Upon Number of Orders. The District anticipates contract term requirements for the supplies, commodities and services as listed in the quantities shown on the RFP form. The District; however, does not guarantee orders in these amounts, nor shall the District be required to limit its orders to only those figures. **This is an indefinite-quantity RFP.** RFP Bidders shall not specify minimum or

maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to the awarding District at prices quoted.

18. Inability to Perform/Force Majeure. The Vendor shall not be required to make deliveries during such time as deliveries are prevented by fire, flood, earthquake, storm, pandemic, explosion, strike, labor disturbances, lack or failure of transportation, war, inability to procure materials due to war conditions, perils of the sea, insurrection, riot, acts of any government (whether foreign or domestic, federal or state) and/or any other causes similar to the foregoing which are beyond the control of and are not the fault of the Vendor, or if prevented by conditions directly resulting from the execution of contracts of the placing of orders by the Federal Government and its authorized agencies or representative, which are required by law to be given priority; but provided that whenever the contractor shall claim that deliveries are prevented by any or all of the above named causes, he shall within ten (10) days after issuance of the purchase order present in writing to the District facts showing the existence of such conditions, and provided that if such delivery is not made by the vendor; and provided that if such delivery is not made within the time specified due to any or all of the above named causes, the District reserves the right to cancel the purchase order in question and the vendor shall not make any further delivery until receipt of the new purchase order or the District may, at its option, rescind said contract as to the articles specified in said purchase order, or in total.

19. Assignment Prohibited. No contract awarded under this RFP shall be assigned except with the written approval of the District. Any attempted assignment in violation of the provisions shall be voidable at the option of the Board.

20. Federal or State Regulations. The vendor's RFP and any Contract entered into are subject to all applicable statutes of the United States or of the State of California and all applicable regulations and orders of the Federal or State Governments now in effect or which shall be in effect during the period of such Contract.

21. Independent Contractor. In performance of the services, duties, and obligations assumed by the vendor, it is mutually understood and agreed that the vendor, including any and all of the vendor's officers, agents, and employees, shall at all times be acting and performing as independent contractors and not as an officer, agent, servant, employees, joint venture, partner, or associate of the District.

22. Permits and Licenses. The vendor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with the requirement of the law.

23. Equal Employment Opportunity. In connection with the execution of this Contract, the vendor will not engage in, nor permit discrimination in employment of persons based on gender, race, color, religion, ancestry, national origin, ethnic group, marital or parental status, physical or mental disability, sexual orientation or the perception of one of more of such characteristics.

24. Drug Free Workplace. The vendor shall maintain a drug free workplace in accordance with the California Government Code.

25. Insurance. Comprehensive Auto and General Liability: During the term of the Contract, Contractor shall, at its sole costs and expense, maintain comprehensive auto and general liability insurance issued by an admitted insurer or insurers and defined by the California Insurance Code. Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in the amount no less than $3,000,000 combined single limit for each occurrence and $6,000,000 in the aggregate. Said insurance shall include, but not be limited to: premises and operations liability, independent contractor's liability, and personal injury liability. Insurance coverage shall not exclude molestation.The Mt. Diablo Unified School District, its officers, employees, and agents are to be named as additional insured under the policy. Automobile liability insurance covering bodily injury and property damage in an amount no less than $2,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Proof of coverage shall be provided to the District on or before the effective date of the Contract. Cyber Insurance. Not less than $2,000,000 per claim to be maintained for the duration of the Agreement and three years following its termination. Applicable if the Contractor will be using, storing, or accessing, the District's private, confidential, or protected information The coverage of the vendor is primary for all purposes; Mt. Diablo Unified School District does not participate in any manner related to this coverage. See *Exhibit 1* for more details.

26. Prices. Prices shall be stated in units and proposals made separately on each item. Where there is conflict between unit prices and extended prices, unit prices will govern. Where there is a conflict between words and figures, words will govern.

27. Questions, Interpretation, or Correction of RFP Documents. RFP Bidders shall notify the District promptly of any error, omission, or inconsistencies that may be discovered during examination of the RFP. Requests for interpretation, correction, or clarification shall be made in writing to **Elizabeth McClanahan, Director of Purchasing & Warehouse. All questions regarding RFP# 1957 must be submitted in writing, by email to**

McClanahanE@mdusd.org **by May 15, 2025 at 2:00 p.m.** Any questions received after the deadline will not be addressed.

28. Clarification, Corrections, or Changes to Specifications. All clarifications, corrections, or changes to the RFP documents will be made by Addendum only. RFP Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-RFP conference. Interpretations, corrections and changes shall not be binding unless made by Addendum. All Addenda shall become part of the RFP documents. Addendum will be sent to all known RFP Bidders by email and on MT. DIABLO UNIFIED SCHOOL DISTRICT's website. It is the Bidder's sole responsibility to ascertain that it has received all Addendum issued for this RFP. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by Addendum.

General Information

2.0 Overview of the District

2.1 Purpose

The Mt. Diablo Unified School District is seeking competitive proposals to provide student transportation services in chartered Student Pupil Activity Buses ("SPAB") buses from school sites and school programs for field trips, excursions, and sporting events.

2.2 Objective

The Mt. Diablo Unified School District desires to enter into a twelve-month contract from School Pupil Activity Bus ("SPAB") service providers to provide end-to-end transportation services for students' field trips, excursions, and sporting events. The District seeks service providers that share our goals of student enrichment and preparedness for career and life skills while maintaining the highest levels of customer service.
The Contractor shall provide and furnish all labor, equipment, transportation, services, licenses, permits, insurance coverage and expertise in transporting students and the work described herein MT. DIABLO UNIFIED SCHOOL DISTRICT. The Contractor will perform service for the MT. DIABLO UNIFIED SCHOOL DISTRICT Transportation Department located at 1490 Gasoline Alley, Concord, California for the period of **July 1, 2025 to June 30, 2026, with possible 2 one-year extensions, for a possible total contract term of 3 years (7/1/2026- 6/30/2027, and 7/1/2027-6/30/2028).**

2.3 Background

The Mt. Diablo Unified School District is a K-12 public school district located in and around Concord, California, serving the educational needs of over 29,000 PreK-12 students. The District covers over 150 square miles, including the cities of Concord, Pleasant Hill, Clayton; portions of Walnut Creek, Martinez, and unincorporated areas including Lafayette, Pacheco, Pittsburg, and Bay Point. Mt. Diablo Unified School District is one of the largest school districts in the State of California, with over 50 school sites and programs.

The District has:
High Schools – 5
Continuation High School- 1
Middle Schools - 9
Elementary Schools - 28
Alternative & Special Education Schools - 11
Adult Education Centers - 2

2.4 Overview of the Transportation Department

The Transportation Department ("Department") coordinates and manages travel arrangements for all District students, ensuring they are transported to and from schools, athletic events, educational trips, and various other school-related and extracurricular activities. The Department is committed to delivering transportation services that are safe, timely, and efficient, with the goal of supporting fair and equal access to education for every student in the District.

2.5 Trip Background and Statement of Service Need

Students in the District undertake an average of 800 academic and non-academic field trips and travels for sporting events every year. The destinations of those trips vary; some trips are local while others are long distances including out of area/state and some may even involve overnight stays. Similarly, the size of the travel parties for the trips and therefore the type of vehicle to be used vary according to the event.
Mt. Diablo Unified School District needs to partner with transportation providers who are able to provide the right and appropriate vehicles to transport students, staff, and chaperones to and from the events. The District is therefore issuing this RFP to solicit responses from qualified transportation providers who are willing and able to partner with it in this regard.

3.0 Scope of Work and Requirements

3.1 Scope of Work

Transportation services requested under this RFP will be performed on an as-needed basis for Mt. Diablo Unified School District. The Scope of Work serves as a general guideline for selecting contractors to provide transportation services. The District may assign transportation tasks during standard business hours (8:00 AM to 5:00 PM), as well as evenings and weekends, for events including but not limited to student field trips, excursions, and sporting events. Trips may vary in size, with passenger counts ranging from approximately 15 to over 250.

The District's intent is to establish an approved list of SPAB (School Pupil Activity Bus) providers for student transportation from District school sites and school programs. The Transportation Department is the only authorized contact for the District for quotes and trip planning. Contractors shall not provide quotes or reserve services in response to inquiries from District school site employees.

The Transportation Department will contact the selected contractor for each transportation request. The contractor must acknowledge the request within two (2) business days from the date of the order using the contractor's standard confirmation form.

3.2 Protocol for Scheduling Services and Invoicing

3.2.1 Scheduling

After contracts are awarded, the Mt. Diablo Unified School District Transportation Department will maintain a list of approved contractors, including their rates and cancellation policies. Any school site or department requiring transportation services must contact the Trip Scheduler at the District's Transportation Department with the necessary trip details, such as time, duration, and passenger count.

ONLY ORDERS, VERBAL OR WRITTEN, PLACED BY THE TRANSPORTATION DEPARTMENT WILL BE ACKNOWLEDGED AND AUTHORIZED BY THE DISTRICT.

The Transportation Trip Scheduler will then contact the appropriate contractor. Contractors must respond within two (2) business days of the reservation request with the following:

- Confirmation of ability to provide the requested service;
- Type and seating capacity of the vehicle;
- Total cost, including any additional or incidental charges;
- Cancellation policy, as submitted in Appendix B and C
    - No cancellation charges shall be incurred for cancellations made twenty-one (21) days or more prior to the trip.
- Contact information for customer service must be provided and available during the trip to address any service issues, including delays, quality concerns, or breakdowns.

For short-notice requests, particularly during athletic playoffs or similar events, the District may require services within 24 hours. In such cases, the contractor must respond within three (3) hours of receiving the request. The District recognizes that short-notice fulfillment may not always be possible and will consider higher pricing on a case-by-case basis.

3.2.2 Invoicing

The contractor is responsible for tracking all transportation services provided and must invoice the Mt. Diablo Unified School District Transportation Department directly within two (2) working days following the service date. By submitting an invoice, the contractor certifies that services were provided in compliance with contractual obligations.

3.3 Requirements

The following are required for successful performance of services under this RFP. Contractors must confirm adherence to these requirements on proposal response (Section 4.2.1) indicating that they have reviewed them and they will abide by them for the duration of the contract and any extensions.

3.3.1 Contractor Requirements

Contractors must:

1. Comply with California Education Code Sections 40080–40089 and all related District transportation policies.
2. Maintain valid, unexpired state permits and licenses required for SPAB operations in California.
3. Vendor shall submit a list of all SPAB qualified drivers including name, driver's license number and length of employment. Vendor shall submit a list of all SPAB buses including year, model and capacity. These lists shall be updated and sent to the District Transportation Department on a quarterly basis.
4. Carry required insurance coverage and submit proof of renewal prior to the expiration of current policies.
5. All drivers are to be fully certified school bus or SPAB operators with the necessary license and credentials. When the District requires this type of bus and driver, the District retains the right to inspect both driver(s) and buses to ensure these requirements are met before leaving the school.
6. All buses used under this RFP are to be certified school or SPAB buses.
7. Maintain vehicles in a clean, odor-free, safe, and serviceable condition.
8. Post clearly visible emergency exit signage and ensure exits are unobstructed.
9. Equip vehicles with functioning seat belts and operable windows.
10. Utilize GPS or other appropriate trip planning and monitoring tools.

11. Verify and maintain records for all drivers assigned to District transportation, including:
    - Valid driver's licenses appropriate to vehicle class
    - DMV driving records
    - DOJ and FBI background checks
    - Enrollment in a random or for-cause drug and alcohol testing program
    - Tuberculosis test results. These records must be available to the District upon request. Any discrepancies or expired documentation must be reported immediately, and the affected driver must be removed from service until resolved.
12. Support the District's compliance with California environmental initiatives to reduce Greenhouse Gas (GHG) emissions.

3.3.2 Driver Requirements

Drivers must:

- Operate vehicles in a safe and lawful manner, adhering to all traffic regulations and road conditions.
- Hold valid and unexpired licenses and permits appropriate for the assigned vehicle throughout their assignment.
- All drivers are to be fully certified school bus or SPAB operators with the necessary license and credentials. When the District requires this type of bus and driver, the District retains the right to inspect both driver(s) and buses to ensure these requirements are met before leaving the school.
- Have no more than three (3) moving violations in the past two (2) years.
- Have no record of operating a vehicle under the influence of alcohol, drugs, or any controlled substances.
- Have no criminal convictions.
- Refrain from using tobacco or nicotine products in any form during transportation of District students or while on District premises.
- Report Accidents: Whenever a school bus, or SPAB, driver is involved in an accident the school, and MDUSD Transportation Department to be notified immediately by the driver, the Contractor shall ensure the accident has been reported within 24 hours to the school and MDUSD Transportation Department for which the bus was operated. If the driver is physically incapable of reporting the accident, the Contractor shall make the required notifications immediately upon becoming aware of such accident.
    - In case of accident, it shall be the responsibility of the vendor to first notify the California Highway Patrol and second, notify the MDUSD Transportation Department at (925) 825-7440 ext. 3710 from 5:30 a.m. to 5:00 p.m.during the day, and call Security at 925-825-7440 EXT. 3836 from 5:00 p.m. through 5:30 a.m. in the evening.
    - Within twenty-four (24) hours after the accident, the vendor shall furnish a written

report of the accident to the MDUSD Transportation Department.

- School Pupil Activity Bus and Driver Regulations (SPAB).
- Refrain from using offensive, political, or abusive language while in the presence of passengers.

4.0 Proposal Format, Content, and Submission

Proposers shall abide by these format, content, and submission requirements and procedures. The District reserves the right to reject any Proposals that fail to meet these requirements and procedures.

4.1 Proposal Format

A. Proposals shall use only prescribed forms contained in the appendices to this RFP. Proposers may copy the forms for use in their responses but substituted forms or formats will not be accepted.
B. Proposals must be consecutively numbered on each page. Different sections of the proposal must be properly delineated with a section heading. Include a table of contents with page numbers of the material contained in the Proposal.
C. Proposers should not include pre-printed advertising or marketing materials. Such materials will not be reviewed or evaluated but may actually count towards any maximum page counts.

4.2 Proposal Content

Proposers shall provide the information requested below (Sections 4.2.1 to 4.2.10) in that order. This should include information that demonstrates that the Proposer meets the requirements specified in Section 3.3 Requirements above.
Any material that a Proposer considers as confidential but does not meet the disclosure exemption requirements of applicable public disclosure laws, including but not limited to the California Public Records Act, should not be included in the Proposer's proposal, as it may be subject to disclosure and made available to the public. By submitting materials in response to this RFP, Proposers are (1) consenting to the release of such materials by the District if requested under any applicable public disclosure laws without further notice to them and (2) agreeing to indemnify and hold the District harmless for such release of the materials.

4.2.1 Letter of Interest and Executive Summary

Each Proposer must submit a Letter of Interest and Executive Summary of the submission. Submission of the Letter and Executive Summary will constitute a representation that the Proposer is willing and able to perform the commitments contained in the Submittal.

The letter must be signed by a person authorized to obligate Proposer to perform the commitments contained in the proposal. In the letter, the Proposer must:

- Identify a contact (with contact information including telephone, mailing address and email address) for future communications regarding the Submittal.
- Confirm awareness of any and all addenda to the RFP.
- Acknowledge having read the draft Contract attached hereto as (Appendix C) and agree to execute a contract in substantially the same form if selected; and
- Confirm ability to comply with the insurance requirements listed in (Appendix C) to the draft contract within five (5) business days of receipt of a Notice of Intent to Award a Contract.
- Confirm that they have reviewed and understand the requirements in Section 3.3 of this RFP and will abide by those for the duration of the contract term and any extensions.
- Confirm that they fully understand the requirements listed in Section 3.3 above and will comply with those requirements.

4.2.2 Proposer Profile

- Proposer information to include full name(s), any trade or fictitious business names, location and contact information for headquarters and any other offices that may service the District's needs under any contract awarded pursuant to this RFP.
- Type of business entity, registration or incorporation information, ownership information to include names of business owners and percentages owned and the senior management.
- Background and experience of key personnel who will be assigned to MDUSD, and their contact information. As a supplement to this and not an alternative, detailed resumes can be attached as an appendix.
- Knowledge of and experience with providing transportation services in the San Francisco Bay Area.
- Number of years the proposer has been providing the services outlined in this RFP.
- Number and types of clients the Proposer currently provides such services to.

4.2.3 Proposer Qualification and Experience

- Proposer's qualifications and experience providing the services requested in this RFP.
- Proposer's capacity to provide the services requested in this RFP given its commitment to provide similar services to other clients.
- Three (3) references to demonstrate successful performance for work of similar scope as specified in this RFP during the past three (3) years. References should include at least one K to 12 public school district.

4.2.4 Approach

- Describe how the Proposer will be organized to provide the requested services.
- Describe any existing or proposed processes for the district to order vehicles. Include the following in the description:
    - Any ordering systems or platforms such as web-based, telephone, email, or any

some combination thereof.

- Describe any existing or proposed protocols for maintaining contact with the driver and the vehicle from the time driver leaves the depot to go and pick up District students to the time the students are dropped off.
- Describe the Proposer's emergency response program including a step-by-step instruction or guide for the driver if an event rises to the level of an emergency or vehicle breakdown in the course of a trip. Discuss particularly, information relating to the safety of the students, vehicle replacement, and trip continuance.

4.2.5 Equipment and Documentation

- Details of all vehicles that are proposed to be used by the proposer to provide the requested services.
- Copies of the following as applicable:
  - SPAB certificate in order to transport K – 12 grade students in the State of California for school related activities such as field trips, sporting events and proms.Motor Carrier Permit issued for operation in the State of California (If operating Motor Coaches).
  - CA School Bus Contractor License. (If including school buses in the bid).

4.2.6 Customer Service and Billing

- Provide a customer service single point of contact 24x7x365 for District users to contact during bus trips should issues of scheduling, service, quality, bus breakdowns or other issues arise and require immediate remedy by the Contractor.
- Describe details of the customer service program to include:
  - Protocol regarding returning telephone and/or email messages, and any other protocols related to quality customer service.
  - Complaint and dispute resolution processes including steps for escalation and mitigation.
- Provide details of the invoice and billing program including processes for resolving billing disputes.

4.2.7 Additional Information

- Provide details of the following as applicable to the Proposer and/or any of the parties identified in response to the first three bullet points of Clause 4.2.2 above.
  - Any actual or pending litigation or arbitration in relation to the provision of transportation services whether as the plaintiff or the defendant.
  - Any actual or pending litigation or arbitration in relation to professional misconduct, bad faith or any acts of moral turpitude, discrimination, or sexual abuse and/or misconduct.
  - Any actual or pending disciplinary action and/or investigation by any regulatory agencies.
  - Any contracts terminated for convenience or default in the most recent five (5) years.

- Details of any transition or deployment plans including timelines and list the required resources needed.
- Distinguishing features from other transport service providers.

4.2.8 Proposed Cost of Services

Proposers should download and use the Cost Proposal Template (Appendix B) to present their cost proposal. Please note that the cost proposal will not form part of the evaluation criteria for award of contracts but will be used during trip scheduling to determine the cost and also to verify eventual billing charges. Please be further advised that the services will be provided on an as-needed basis.

For fair comparison purposes, all billing rates shall reflect 2025 billing rates. The Contractors will be allowed to escalate their 2025 billing rates based only on the annual percentage change of the Consumer Price Index ("CPI") for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers. The Contractors should request an escalation of rates no later than thirty (30) days before the annual anniversary of the award of the contract to them. In no event shall the amount of increase, if granted by the District, exceed two (2) percent annually. The requests should be submitted to the District employee that will be designated to receive notices in the contract.

All requests for escalation of rates should include evidence of the change in the CPI for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers. Failure to request an escalation of rates no later than thirty (30) days as required or to provide evidence of the basis of the request may result in a denial of the request. The District will review all requests for escalation of rates within thirty (30) days of receipt and notify the requester of either an approval or denial. If approved, the new rates will become effective on the anniversary date of the contract or later. In no event will the start of the new rates be backdated unless it can be shown that there was a delay on the part of the District in reviewing the request for escalation of rates.

4.2.9 Minimum Qualifications Certification

Proposers should download, complete, and submit the Minimum Qualifications Certification (Appendix A). Any proposals submitted without a completed Minimum Qualifications Certification will be deemed nonresponsive and will not be accepted.

4.2.10 Release of Liability

Proposers should download, complete, and submit the Release of Liability form (Appendix D) for each Reference information they submit. The references should be the same three that are disclosed in response to Section 4.2.3 above. The references will be asked to verify Proposer's

experience including length and level. In addition to other things, the information provided will be used in determining if Proposers meet the minimum qualifications.
Proposers should therefore ensure that they only submit references that have first-hand knowledge of the information and can verify that information.

4.3 Proposal Submission

Preparation of RFPs. RFP's must be submitted in ink or typewritten. Both **unit price and extension** (where applicable) for all line items must be shown where required on the RFP form. Signature on RFP's must be in **wet ink (blue ink)** to be considered acceptable. RFP on each item separately. Prices should be stated in units specified hereon. **RFP Bidders are requested to submit their pricing on the RFP forms provided**. Each RFP must be submitted in a separate ***sealed envelope*** with the RFP number on the outside, and must be submitted to the Purchasing/Warehouse Department of the Mt. Diablo Unified School District at the time and date specified. Fax or other electronic delivery of RFPs is not acceptable.

5.0 District's Evaluation / Selection Process

5.1 Overall Evaluation Process

This section describes the District's criteria for analyzing and evaluating the Proposals. The District's intent is to award a contract to the Proposer that will provide the best overall service package. This RFP does not in any way limit the District's right to solicit contracts for similar or identical services if, in the District's sole and absolute discretion, it determines the Proposer is not fully capable of satisfying its needs.

5.2 Evaluation Panel

The District intends to evaluate the Submittals generally in accordance with the criteria detailed below. The District will convene a panel whose membership will include people with knowledge of the services requested through this RFP to evaluate and score the Submittals. To do this, the panelists will review the written proposals, and attend the presentations.

5.3 Evaluation Phases

The evaluation process will consist of the phases specified below with the following allocation of points:

Evaluation Phase	Maximum Points	Comments
Minimum Qualifications	Pass/Fail	Must pass to continue to the next phase of evaluation
Technical Proposal	120	Total of all panelists' scores divided by number of panelists
TOTAL	120	The six top-ranked Proposers will be selected for negotiations and possible contract award

Minimum Qualifications (Pass/Fail)

The Submittals will be reviewed by the District's Procurement Department staff for minimum qualifications. The evaluation results at this phase shall be based on pass/fail criteria. Only those Submittals that meet the minimum qualifications will be advanced to the next phases of the evaluation.

The District has established the following requirements as the minimum qualification for participating in this solicitation event:

1. SPAB certificate in order to transport K – 12 grade students in the State of California for school related activities such as field trips, sporting events and proms.
2. Full copy of current State of California Highway Patrol ("CHP") Motor Carrier terminal Inspection
3. Current CHP Safety Compliance Report/Terminal Record Update (form number CHP 343).
4. State of California School Bus Contractor License. (If including school buses in its proposal).

Proposers must complete and submit a minimum qualifications certification in the form of Appendix A herewith with their proposals.

Contents of Technical Proposal

The Proposals that meet the minimum qualifications requirements will be advanced to the next phase of the evaluation which is the panel review of the technical proposal. The evaluation panel will review the contents of the technical proposals and evaluate the Proposers based on the information therein. The technical proposals will be evaluated and scored according to the criteria set out in the table below. The total panelists' scores for each Proposer will be divided by the number of panelists to arrive at an **average score** for that Proposer. Under this formula, if a proposer receives a total panelists' score of 200 points and there are five (5) panelists, that proposer's **average** score will be 40 (200/5 = 40). The maximum point possible for this phase is 120.

Table of Criteria and Points Allocation for Technical Proposal

Evaluation Criteria	**RFP Section**	**Maximum Points Possible**	**Points Awarded**
Letter of Interest and Executive Summary	4.2.1	5	
Proposer Profile	4.2.2	10	
Proposer Qualification and Experience	4.2.3	15	
Approach	4.2.4	20	
Equipment and Documentation	4.2.5	20	

Customer Service and Billing	4.2.6	20	
Additional Information	4.2.7	10	
Proposed Cost of Services	4.2.8	20	
TOTAL		**120**	

Final Ranking
At the conclusion of the evaluation phases, the District will tabulate the scores for each of the Proposers and rank them from the highest to the lowest.

Reference Checks
District staff will review and check the references for the highest ranked Proposer. The references will be asked to verify the Proposer's experience in providing the requested services, the quality of services and staffing provided to prior clients, as well as adherence to schedules/budgets and Proposer's problem-solving, project management, communication abilities, performance on deliverables and outcomes, effectiveness in meeting or exceeding project objectives. Proposers must provide with Submittals, a release of liability for checking references, consistent with Appendix D.

6.0 Contract Award

The District intends to award at its discretion, up to six (6) separate contracts to six (6) separate Proposers to provide the services. The total value of all the contracts shall not exceed Six Hundred and Five Thousand Dollars ($605,000). Following on the evaluation and ranking of the Proposers, the District will select the up to (6) top ranked Proposers to commence contract negotiations with.

The selection of any proposal shall not imply acceptance by the District of all terms of the proposal, which may be subject to further negotiations and approvals before the District may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time, the District, in its sole discretion, may terminate negotiations with that Proposer and begin contract negotiations with the next highest ranked Proposer. The selected Proposer will be required to enter into a contract substantially in the form of the Appendix C Form of Contract attached hereto. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The District, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

A contract made pursuant to this RFP shall have an initial term of **one (1) year**. In addition, the District shall have two options exercisable at its sole discretion, to extend the term of the contract for a period or periods of up to one year each. The maximum contract period shall not be more than **three (3) years**.

7.0 Terms for Receipt of Proposals

7.1 Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the District in writing, if they discover any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be sent by email to the Director of Purchasing, **Elizabeth McClanahan, McClanahanE@mdusd.org**, promptly after discovery, but in no event later than **4:00 P.M. (PST) on May 15, 2025**. The email must be a direct email to this address; it cannot be a "reply" or part of a thread. The subject line of the email must state: **ERRORS AND OMISSIONS FOR SPAB SERVICES**. Modifications and clarifications will be made by addenda as provided below.

7.2 Questions and Objections Regarding the RFP

Any questions and/or objections concerning the substance of this RFP including the Scope of Work, requirements, and evaluation criteria must be submitted, in writing, via email to **McClanahanE@mdusd.org** by **4:00 P.M. (PST)** on **May 15, 2025**. Any questions concerning the RFP process shall be submitted no later than 48 hours prior to the proposal due date to the same email address. The email must be a direct email to this address; it cannot be a "reply" or part of a thread. The subject line of the email must state: **QUESTIONS FOR SPAB SERVICES**. Proposers who fail to do so will waive all further rights to protest, based on these specifications and requirements.

If necessary, a "Questions and Answers" document will be developed from all submitted questions and posted on the District's RFP Non Construction Website under Purchasing and Warehouse. It is the responsibility of the Proposer to check the portal for the Questions and Answers document and any addenda.

7.3 Change Notices

The District may modify the RFP, prior to the proposal due date, by issuing an addendum, which will be posted on the District's RFP Non Construction Website under Purchasing and Warehouse. Proposers shall be responsible for ensuring that their proposals reflect any and all RFP addenda issued by the District prior to the proposal due date regardless of when their proposal is submitted. Therefore, the District recommends that Proposers visit the portal frequently, particularly during the run up to the proposal due date, to determine if they have downloaded any and all addendum/addenda and documents.

7.4 Term of Proposal

Submission of a proposal signifies that the proposed services and fees/cost are valid for 120 calendar days from the proposal due date and that the quoted fees are genuine and not the result of collusion or any other anti- competitive activity.

7.5 Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date. In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the District may require a proposer to provide oral or written clarification of its proposal. The District reserves the right to make an award without further clarifications of proposals received.

7.6 Errors and Omissions in Proposal

Failure by the District to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the proposer from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

7.7 Financial Responsibility

The District accepts no financial responsibility for any costs incurred by any proposer in responding to this RFP. Submissions of the RFP will become the property of the District and may be used by the District in any way deemed appropriate.

7.8 Reservation of Rights by the District

The issuance of this RFP does not constitute an agreement by the District that any contract will actually be entered into by the District. The District expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure.
- Reject any or all proposals.
- Reissue a Request for Proposals.
- Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment, or services to be provided under this RFP, or the requirements for contents or format of the proposals.
- Procure any materials, equipment or services specified in this RFP by any other means; or
- Determine that no project will be pursued.

7.9

7.10 No Waiver

No waiver by the District of any provision of this RFP shall be implied from any failure by the District to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

8.0 Protest Procedures

8.1 Protest of Contract Award

Within five (5) working days of the District's issuance of a notice of intent to award the contract, the sixth highest ranked Proposer may submit a written notice of protest if it believes that the District has incorrectly selected another proposer for award. Such notice of protest must be received by the District on or before the fifth working day after the District's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure, or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the District to determine the validity of the protest.

8.2 Delivery of Protests

All protests must be received by their respective due dates. Protests must be delivered via email to the Director of Purchasing, **Elizabeth McClanahan, McClanahanE@mdusd.org**. The email must be a direct email to this address; it cannot be a "reply" or part of a thread. The subject line of the email must state: **PROTEST FOR CHARTER BUS SPAB TRANSPORTATION SERVICES**. Protests sent by any means or format other than as specified here or that are not received before their respective due dates will not be considered.