



REQUEST FOR PROPOSAL
RFP No. 2425-MOT01
FOR
SCHOOL BUS VEHICLES

Submittal Due on or Before:
2:00 p.m., Tuesday, May 20th, 2025

Deliver to:
Alum Rock Union Elementary School District

2930 Gay Avenue
San Jose, CA 95127
<http://www.arusd.org>
Attn: Purchasing Department

For Information Contact:
Derek Zabaldo
Transportation Manager
408-928-6876
Derek.Zabaldo@arusd.org

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INVITATION AND BACKGROUND

NOTICE IS HEREBY GIVEN that the Alum Rock Union Elementary School District ("District") is seeking proposals from qualified firms to provide busses for purchase. RFP is available at: <https://www.arusd.org/district/departments/business-services/purchasing/bids>.

The District will receive sealed proposals up to, and no later than, 2:00:00 p.m. on Tuesday, May 20th, 2025.

Qualified persons, firms and organizations are invited to submit THREE (3) paper copies and ONE (1) electronic version on a flash drive. Proposals shall be submitted in a sealed envelope, no later than 2:00:00 p.m. on Tuesday, May 20th, 2025 clearly marked RFP No. 2425-MOT01 – School Bus Vehicles. Each firm is responsible for the delivery of their proposals. If the proposal is delivered late or to the wrong address, by any delivery method, the bidder bears full responsibility.

FAX OR EMAIL PROPOSALS WILL NOT BE ACCEPTED. Proposals received after the above stated time and date will be returned to the vendor unopened. The selection process may include a screening review and evaluation of the proposals. The time clock in the Purchasing Department will be used as the official timestamp. Sealed proposals will be received at:

**Alum Rock Union Elementary School District
Purchasing Department
Attn: Derek Zabaldo,
Transportation Manager
2930 Gay Avenue
San Jose, CA 95127**

District office hours are Monday through Friday, 7:30 a.m. to 4:30 p.m. All questions or requests for clarification regarding this RFP should be submitted via email to Derek Zabaldo at Derek.Zabaldo@arusd.org no later than 4:00:00 p.m. (California time) on Wednesday, May 14th, 2025.

All proposals received as part of this solicitation become the property of the District and shall be considered public record. The cost to prepare and submit the proposal(s) is at the sole expense of each firm. The emphasis of your proposal should be on completeness, adherence to directions and format requirements, brevity, and clarity of content.

Alum Rock Union Elementary School District reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposals at any time, and to reject any and all proposals without indicating any reason for rejection; or to negotiate with any, all, or none of the respondents to the RFP. This RFP does not obligate Alum Rock Union Elementary School District to negotiate a contract. Proposals will not be returned. No compensation shall be paid for any work related to preparation of any proposals. No amount of work is guaranteed.

Contact with any individual(s) in the District, other than the individual(s) specifically named herein, is prohibited, and may result in rejection of the proposal.

The Alum Rock Union Elementary School District serves students in grades TK - 8th, as well as special education and preschool programs. The District has 22 campuses, along with a central district office.

District demographics and quick facts:

Enrollment	7,300 (approx.)
Grades	TK – 8
Employees	1,000 (approx.)
Board of Trustees	Five elected board members

TENTATIVE TIMELINE

The anticipated schedule for completion of this RFP is shown below. Please note: Dates are subject to change:

Milestone	Date
Release of Request for Proposal (RFP)	Tuesday, May 6 th , 2025
Deadline for Questions/Clarifications	4:00:00 p.m. (PST) on Wednesday, May 14 th , 2025
Responses to Request for Clarification (all responses posted on district website)	On or before 5:00:00 p.m. (PST) Friday, May 16 th , 2025
Proposal Due Date	2:00:00 p.m. (PST) on Tuesday, May 20 th , 2025
Recommendation to the Board	June 12 th , 2025
Intent to Award	Week of June 16 th , 2025
Delivery of Vehicles to District Office	On or before July 21 st , 2025

CONTRACT PERIOD

It is the intent of this Request for Proposal to award a one-year contract, with the opportunity to renew for additional periods, after successful negotiations between the district and the firm(s).

Awarded firm will be required to fill out the district’s Independent Contractor Agreement and components (see samples attached, pages 6-15).

OVERVIEW OF SCOPE OF WORK

Alum Rock Union Elementary School District is seeking proposals from qualified providers to provide Vehicle Pricing and Purchase Options for Alum Rock Union Elementary School District and delivery of vehicles to District Office as stated below.

BUS PER SPECIFICATION REQUIREMENTS:

The School Bus Vehicles should include specifications listed below:

ARUSD District Bus Vehicle Requested		
Description	Quantity	Required Features
2022-2023 Used BlueBird AARE	2	Capacity Up to 84 Cummins engine, Air brakes, 78 Passenger, 3-point seat belts, 30,000 miles or less

COST PROPOSAL

Firms must describe and define all costs associated for School Bus Vehicles. The proposal cost must include all costs for goods and services in order to perform in accordance with the scope of work.

CONTACT PERSON

All questions and inquiries regarding the Request for Proposal specifications should be directed to Derek Zabaldo, Transportation Manager, derek.zabaldo@arUSD.org.

PROPOSAL EVALUATION

Proposals will be evaluated by and decided on by the Administration.

Proposals will be evaluated based on the following criteria:

- 1) Responses to all forms/parts of the bid
- 2) Vehicles will be reviewed based on:
Year, Condition, Fees, Warranty, Delivery Date
- 3) Vendor’s delivery of vehicles to District Office
- 4) Overall cost to the District

SUMMARY

It is the responsibility of the proposer to submit a proposal that best meets the requirements outlined in this Request for Proposal (RFP). The proposer may elect to include information not requested and the content of the proposal shall be at the discretion of the Proposer. It is the intent of the district to award a contract(s) for School Bus Vehicles as a result of this RFP; the school district reserves the right to reject any or all such proposals that it deems not in the best interest of the district and/or students. This Request for Proposal and the proposal submission shall be the basis for a contract award.

SAMPLE AGREEMENT ONLY
RFP NO. 2425-MOT1
SCHOOL BUS VEHICLES
INDEPENDENT CONTRACTOR AGREEMENT

TO: PURCHASING DEPT./DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: _____ (School/Dept.) VENDOR NO. _____

Submitted by: _____

Independent Contract

MOU

Master Contract

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: _____

Address: _____ City: _____ State: _____

Zip: _____

Phone: (____) _____ Email Address: _____

SSN: _____ or Fed I.D. # _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on _____, 20____, and will diligently perform as required and complete performance by _____, 20____, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

____ a. **Fee Rate:** \$_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

____ b. **Other:** \$_____ (describe rate agreement)

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB- OBJ	GOAL	FCTN	COST- CNTR	LOC	PROG	\$AMOUNT	Accountant Initials

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement for Services ("Agreement") is made and entered into as of the _____ day of _____, 20____, by and between the Alum Rock Union School District ("District") and _____ ("Contractor"), (together, "Parties").

RECITALS

WHEREAS, Government Code section 53060 authorizes District to contract with and employ any person for the furnishing of special services and advice in financial, economic, accounting, legal, or administrative matters if such person is specially trained and experienced and competent to perform the special services required;

WHEREAS, Public Contract Code section 20111 authorizes Districts to contract with and employ any person for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is \$114,800 in 2025;

WHEREAS, the District duly determined that it needs some or all of the services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the services required by District, and those services are needed on a limited basis.

NOW, THEREFORE, the Parties agree as follows:

TERMS

1. **Submittal of Documents.** Contractor shall not commence the Services under this Agreement until Contractor has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- _____ Signed Agreement
- _____ Workers' Compensation Certification
- _____ Fingerprinting/Criminal Background Investigation Certification
- _____ Insurance Certificates and Endorsements (**include** sexual misconduct if working with students)
- _____ W-9 Form
- _____ Gifts and Conflicts of Interest Policy (Exhibit C)
- _____ Other: _____

2. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or Contractor's agents, personnel, employee(s), and/or subcontractor(s), even if such Equipment is furnished, rented or loaned to Contractor by the District.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor represents and warrants that: (A) Contractor is free from the control and direction of District in connection with the performance of the Services, both under the Agreement and in fact; (B) Contractor's Services are outside the usual course of District's business; and (C) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. By checking the applicable box below, Contractor hereby represents and warrants to District the following:

- Contractor is and shall be a resident of the State of California or is otherwise exempt from withholding. To the extent an exemption is sought, Contractor will provide District with appropriate evidence including, without limitation, FTB Form 590. Contractor shall still be responsible for payment of all state and federal taxes.
- Contractor is not a resident of the State of California or otherwise not exempt from withholding, and Contractor authorizes District to withhold from all payments made to Contractor under this Agreement all taxes required to be withheld by law. (See, e.g., California Revenue & Taxation Code section 18661 et seq.)

4. Performance of Services.

- 4.1. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 4.2. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement.

5. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, disputes may be determined by mediation if mutually agreeable, otherwise by litigation. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Contractor's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services.

6. Termination.

- 6.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) calendar days after the day of mailing, whichever is sooner.
- 6.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include material violation of this Agreement by Contractor; or any act by Contractor exposing District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within

three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate.

7. **Indemnification.** To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. Contractor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

8. **Insurance.**

8.1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Sexual Misconduct, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability Insurance	\$ 1,000,000
Workers' Compensation Insurance	Statutory Limits
Employers' Liability Insurance	\$ 1,000,000
Abuse and Molestation Insurance Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000

8.2. **Proof of Insurance.** Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District.

9. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances and regulations. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

10. **Certificates/Permits/Licenses/Registrations.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.

11. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).

12. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor’s performing of any portion of the Services. Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor’s employees on a school site:
- 12.1. All site visits shall be arranged through the District;
 - 12.2. Contractor and Contractor’s employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
 - 12.3. Contractor and/or Contractor’s employees shall check in with the school office each day immediately upon arriving at the school site;
 - 12.4. Once at such location, Contractor and Contractor’s employees shall not change locations without contacting the District;
 - 12.5. Contractor and Contractor’s employees shall not use student restroom facilities; and
 - 12.6. If Contractor and Contractor’s employees find themselves alone with a student, Contractor and Contractor’s employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
13. **Tuberculosis-Clearance.** The Tuberculosis Clearance Certification (Exhibit B) must be completed and attached to this Agreement prior to Contractor’s performing of any portion of the Services.
14. **Business Gifts and Conflicts of Interest Policy.** The Business Gifts and Conflicts of Interest Policy (Exhibit C) must be completed and attached to this Agreement prior to Contractor’s performing of any portion of the Services.
15. **Limitation of District Liability.** Other than as provided in this Agreement, District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
16. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

District:

Alum Rock Union School District
 2930 Gay Avenue
 San Jose, CA 95127

Fax: _____

Email: _____

Contractor:

[NAME]

Fax: _____

Email: _____

Any notice personally given or sent by facsimile transmission or electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

17. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
18. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California.
19. **Venue.** The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.
20. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
21. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
22. **Interpretation.** No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
23. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
24. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
25. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT APPROVALS:

Program Manager: _____ Date: _____

Director of Fiscal Services: _____ Date: _____

Asst. Supt., Bus. Services: _____ Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20__

Dated: _____ 20__

Alum Rock Union School District:

Contractor:

By: _____

By: _____

Print Name: Germán Cerda

Print Name: _____

Print Title: Superintendent

Print Title: _____

Exhibit C

Business Gifts and Conflicts of Interest Policy Notice

The following is Alum Rock Union Elementary School District's (ARUSD) policy on business gifts and conflicts of interest. Please sign and return a copy of this policy, acknowledging that you have received it and agree to abide by its terms. We also ask that you circulate the policy to any individuals in your organization that have contact with ARUSD employees.

1. Selection criteria. Vendors are selected based on the quality, timeliness, and cost of the service and/or product they provide. All business decision for ARUSD are to be based solely on what is in the best interest of ARUSD.
2. No gifts. ARUSD employees may not solicit or accept gifts, rewards, payment, commissions, gratuities, discounts, or services of any kind or value from anyone having or seeking business with ARUSD except as follows:
 - a) unsolicited token gifts such as food, flowers, and promotional items inscribed with the supplier's or customer's logo or business name, with nominal values generally not exceeding \$470 in a calendar year.
 - b) business-related functions or meals, so long as the function is necessary and the value and frequency of business meals are not excessive.
3. No personal benefit for employees. ARUSD employees may not have any personally beneficial financial dealings with any individual or business organization that furnishes merchandise, supplies, property, or services to ARUSD. This includes arrangements to receive loans (other than bank loans), commissions, royalties, stock ownership, or anything of value. ARUSD employees are also prohibited from purchasing items for personal use from vendors.
4. Personal investments. ARUSD employees directly concerned with the purchase of merchandise and services from supplier firms, including management personnel with approval authority, may not make investments in those companies, other than normal stock and bond market transactions.
5. No benefit for relatives; disclosure required. ARUSD employees may not make or influence any decision that could directly or indirectly benefit a relative and should disclose to ARUSD whenever a relative has a significant interest in a transaction or a significant relationship with an ARUSD vendor.
6. All employees covered. This policy applies to all ARUSD officers, managers, and employees. Violations of this policy may result in disciplinary action, up to and including termination.
7. Penalties for vendors. Any vendor who violates this policy shall be subject to the immediate and permanent loss of ARUSD business.

As a valued vendor of ARUSD, please acknowledge your receipt of this policy and your agreement to abide by it.

Received and agreed to on behalf of vendor by:

Signature: _____

Printed _____

Name: _____

Title: _____

Date: _____

Vendor Name: _____

Vendor Address: _____

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH RFP
(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, 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 of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].