



**REQUEST FOR PROPOSAL
RFP**

No. 17-18-01

TRANSPORTATION SERVICES

Metropolitan Education District
Marie dela Cruz, Chief Business Officer
760 Hillsdale Avenue, #400
San Jose, CA 95136

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN THAT THE METROPOLITAN EDUCATION DISTRICT of Santa Clara County, California, acting by and through its Governing Board, is requesting proposals for **Transportation Services**.

The Request for Proposal (RFP) may be downloaded from the District's website at: <http://www.metroed.net>, beginning March 30, 2018. It is the Proposer's responsibility to check the website for notification of clarification and/or responses to questions. Questions regarding this RFP shall be directed to Marie dela Cruz, Chief Business Officer, at mdelacruz@metroed.net no later than 10:00 am, April 11, 2018. Responses to questions or clarifications will be posted on the above website by 4:00pm, April 13, 2018. A follow-up phone call is required to verify receipt of any emails sent to the District on this RFP. Please call Marie dela Cruz (408) 723-6419.

Sealed proposals must be received up to but no later than **2:00 p.m. on April 20, 2018** at:

Metropolitan Education District
Attn: Marie dela Cruz, Chief Business Officer
760 Hillside Ave, Building 400
San Jose, CA 95136

The Metropolitan Education District reserves the right to reject any or all proposals, to accept or to reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposals or in the bidding.

Publication Dates: San Jose Mercury News April 2 and 9, 2018

The Metropolitan Education District (MetroED) is the largest career-oriented educational organization in Santa Clara County that operates Silicon Valley Career Technical Education (SVCTE) and Silicon Valley Adult Education (SVAE) programs. MetroED is a joint powers agency (JPA) serving approximately 1,500 high school and 1,000 adult students from the following six school districts: Campbell Union High School District, East Side Union High School District, Los Gatos-Saratoga Union High School District, Milpitas Unified School District, San Jose Unified School District, and Santa Clara Unified School District. SVCTE serves high school students from 35 high schools within the six JPA school districts. SVAE serves adult students within the San Jose Unified School District boundaries.

The District is requesting proposals from qualified transportation services companies to provide the most efficient and economic transportation services that will meet the needs of the district over the next three to five years. The District is seeking an interested company that has the experience and capability of providing transportation services for the high school students within the six (6) member school districts it serves.

NOTICE REGARDING DISCLOSURE

OF

CONTENTS OF DOCUMENT

All responses to this Request for Proposal (RFP) accepted by the Metropolitan Education District (District) shall become the exclusive property of the District. Upon opening, all proposals accepted by the District shall become a matter of public record and shall be regarded as public information, with the exception of those elements of each proposal which are identified by the preparers as business or trade secrets and plainly marked as "trade secret," "confidential" or "proprietary." Each element of a proposal that an applicant desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the District in any way whatsoever. The California Public Records Act requires disclosure (despite the preparer's request for confidentiality), and the District shall not, in any way, be liable or responsible for the disclosure of any such records or part thereof.

Instructions and Terms of Conditions

No RFP shall receive consideration by the Metropolitan Education District for RFP #17-18-01 unless made in accordance with the following instructions:

RFP Forms & Signatures: Proposals must be submitted on preprinted forms included in this document. All blanks in the RFP forms must be appropriately filled in. The RFP 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 bid on behalf of the proposer. A Proposer's failure to properly sign required forms may result in rejection of the bid.

RFP Submittal Deadline: The RFP Submittal Deadline is 2:00 pm, April 20, 2018. Proposals must be submitted in sealed envelopes and should be properly identified with the RFP number, RFP title "Transportation Services" and RFP submittal deadline. **RFPs must arrive in the Superintendent's Office at 760 Hillsdale Avenue, Bldg. 400, San Jose, California 95136 by 2:00 pm on April 20, 2018 local time.** Telephone, telegraphic, facsimile, electronic, and late RFPs will NOT be accepted or considered. It is the Proposer's responsibility to see that their proposal has sufficient time to be received by the Superintendent's Office before the RFP submittal deadline.

RFP Opening: Proposals are opened publicly in the Large Conference Room in the Superintendent's Office, Building 400. Interested parties are invited to attend the RFP opening. A tabulation of RFPs received will be available within a reasonable time after the opening.

RFP Withdrawal: Proposers' authorized representatives may withdraw RFPs only by written request received by the Superintendent's office before the RFP Submittal Deadline. After that time, Proposers may not withdraw their RFPs for a period of ninety (90) days from the RFP Submittal Deadline. At no time may the successful Proposer(s) withdraw his RFP.

Rejection of RFP: The District reserves the right to reject any proposal, all proposals, or any part of a proposal. The District reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the District or any other governmental agency. The District expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses, or other monies due the government (Federal, State or County).

Evidence of Responsibility: Upon request of the District, a proposer shall submit promptly to the District satisfactory evidence showing the Proposer's financial resources, the Proposer's experience in the type of work required by the District, the Proposer's organization available for the performance of the contract and any other required evidence of the Proposer's qualification to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a Proposer's responsibility to perform the proposed contract may result in rejection of the proposal.

Request for Information: Any questions relative to the RFP should be directed to the Chief Business Officer at (408) 723-6419.

Late Proposals: Proposals not received by the RFP Submittal Deadline are late. Late proposals will be returned to Proposers unopened.

Term of Contract: The work to be performed under this three (3)-year contract shall commence the first day of school in August 2018 (currently scheduled for August 13, 2018) and shall be substantially completed by the last day of school in May or June of 2021. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

Prices, Notations, and Mistakes: All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs the proposal. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

Insurance:

Workers' Compensation. In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract. The form of such certificate is included as part of the contract documents. The successful proposer shall submit within 10 days of Notice of Award, proof of coverage. See page 3 for insurance minimums.

Public Liability and Property Damage Insurance. The successful proposer shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from operations under this contract

Proof of Carriage of Insurance. The successful proposer shall submit within 10 days of Notice of Award, proof of insurance, executed by the insurance carrier and shall clearly state that the District is named as an additional insured, and provide a copy of such to the District.

Hold Harmless: Contractor agrees to hold the Governing Board and the Metropolitan Education District harmless in every way from all claims, suits or actions for injuries to person, including death, and damage to property that may arise or be occasioned in any way from its operations under the agreement.

Piggyback Clause: For the term of the Contract and any mutually agreed extensions pursuant to the Request for Proposal, other school districts or public agencies within the general area of METROPOLITAN EDUCATION DISTRICT may contract for the accepted transportation related services at the same price and upon the same terms and conditions pursuant to section 20118 (K-12) of the California Public Contract Code.

The Metropolitan Education District waives its right to require such other districts and offices to draw their warrants in the favor the District as provided in said Code Sections.

Acceptance or rejection of this clause **will not** affect the outcome of this RFP.

Piggyback option granted _____ (please initial and date this line)

Piggyback option not granted _____ (please initial and date this line)

Award of Contract: The District shall award the contract to the contractor that provides the lowest responsible proposal, meets the needs of the District, and has the capability of providing the services requested to the District. The District reserves the right to award this Request For Proposal to one vendor or multiple vendors. Providing a proposal with all or nothing clauses or limitations may preclude the vendor from receiving a contract for any item.

Cancellation of Contract: The Metropolitan Education District may cancel this contract WITHOUT CAUSE at any time by giving thirty (30) days notice to the supplier/contractor. The District may cancel this contract WITH CAUSE at any time by giving ten (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the District and shall be, but is not limited to, failure to supply the services specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the District.

Licenses: Each proposer and their subcontractors, if any, must possess all appropriate and required licenses or other permits to perform the work as identified in the contract documents. Upon request each proposer shall furnish the District with evidence demonstrating possession of the required licenses or permits. Failure to submit such evidence to the District's satisfaction may result in the rejection of the RFP.

Laws Governing the Contract: This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the County of Santa

Clara, in the state of California. The parties further stipulate that the County of Santa Clara, California is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

Compliance With Fair Employment Practice Act: Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract or any subcontract hereunder, no contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

Severability: If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS
TRANSPORTATION SERVICES

SCOPE OF WORK:

The service included in this contract consists of the transportation for certain students attending 35 high schools in Campbell Union High School District, East Side Union High School District, Los Gatos-Saratoga Joint Union High School District, Milpitas Unified School District, San Jose Unified School District and Santa Clara Unified School District all in Santa Clara County. Transportation will be from designated schools to Silicon Valley Career Technical Education (SVCTE), 760 Hillsdale Avenue, San Jose, CA 95136, and return, or one-way only as requested, and at the hours as required by the student’s attendance. Please refer to the Santa Clara County Office of Education Public Schools Directory for a complete list of high school sites and addresses within the school districts specified above (<http://publicschooldirectory.sccoe.org/>).

Included in this RFP document are the current (2017-18) schedules of buses, which are being used by the participating school districts. The pick-up and drop-off times should remain approximately the same for each school while still allowing for the most efficient use of each bus. District reserves the right to adjust schedules, increase or decrease services to be provided, depending on actual class schedules and actual number of students requiring transportation.

The schedules should require the following number of buses:

- Ten (10) buses for the first morning run
- Ten (10) buses for the morning return trip
- Ten (10) buses for the first afternoon run
- Ten (10) buses for the afternoon return trip

The proposer must include a proposed bus schedule for each participating school district as part of the RFP proposal. The number of buses that will be used for each a.m. and p.m. run must also be included.

Contractor will provide the above transportation at a fixed rate per day, guaranteed for the full three (3)-year contract.

Contractors will be afforded the opportunity to propose hourly rates for bussing services that are required on an “as-needed” basis on all portions of the regular education and extracurricular (field trips). Supplemental Transportation Services are generally described as: “Live Time” (actual time students are on the bus) on an occasional basis, and extracurricular activities and field trips.

Proposed prices must be submitted for daily rate for a bus with a minimum number of “base hours.” A separate column is provided to submit the proposal price for hours in excess of the “base hours” price. Please enter these amounts on the form below. Proposers are requested to describe “other factors,” if any, that may increase the rates given and provide the cost below the form. The form may not be altered.

In the development of routes and schedules for District approval, Contractor shall not deliver any students more than fifteen (15) minutes prior to class sessions starting time, nor allow them to remain after school as dismissed for more than fifteen (15) minutes, nor shall any student be required to be in transit for more than sixty (60) minutes. **(Standards apply to all transportation services.)** Currently, the morning class sessions start at 7:30 am and end at 9:30 am. The afternoon class sessions start at 12:30 pm and end at 3:30 pm.

In the event of a missed pickup, a bus shall be dispatched from the local Dispatch Center within fifteen (15) minutes from the time of telephone notification by the District.

It is required that all buses be equipped with a two-way radio system communication. In the event that a scheduled pick-up or drop-off is delayed for more than fifteen (15) minutes, the driver or other vendor agent will notify the METROPOLITAN EDUCATION DISTRICT/SILICON VALLEY CTE stating the reason for the delay and the expected time of arrival.

Term of Contract

Contractor agrees to provide transportation for certain pupils attending various public schools in Santa Clara County. Transportation will be from school and return, or one-way only as requested, and at the hours as required by the student’s attendance at the particular school. The three-year period shall be from the first day of school in August 2018 (currently scheduled for August 13, 2018) through the last day of school in May or June 2021 for an estimated total of 178 days per school year. The District will annually provide a school calendar in June for the following year.

Inability to Provide Service

Contractor shall not be required to provide transportation under this agreement during such time as performance is prevented by fire, flood, earthquakes, storm, explosion, strike, secondary or external labor disturbances, inability to obtain supplies necessary to performance due to war, insurrection, riot, acts of government, and/or any other causes similar to the foregoing which are beyond the control of, and are not the fault of, the contractor; provided, however, that whenever Contractor shall claim that performance is prevented by any one or more of the above-names causes it shall, within five (5) days after failure to furnish transportation, present in writing to the district facts showing the existence of such conditions.

Student Safety

Contractor shall not be required to furnish transportation over any road or other private property when, in the opinion of the Contractor, such transportation shall endanger the safety of the students or Contractor's equipment and personnel.

Adherence to all Transportation Laws

Contractor agrees that all transportation must be by buses or vans equipped and operated in accordance with the California Vehicle Code, all other applicable laws, and all rules and regulations prescribed by the State Board of Education and the Governing Board of Metropolitan Education District, relating to the transportation of students, including student evacuation drills, driver training, daily bus inspection and vehicle maintenance. Contractor also agrees that under no circumstances will said vehicle be permitted to be overloaded in excess of the limits of their seating capacity as defined by the California Administrative Code.

Vehicle Inspections

Contractor further agrees that all vehicles will be such as will pass inspection by the California Highway Patrol (CHP) and approved by CHP as suitable in all respects for the transportation of students before the same are used for that purpose and that said vehicles will be maintained in said condition, and operated and maintained in accordance with the provisions of the California Administrative Code; Title 5, Sections 1060 to 1185, inclusive, and any other regulations, relating to student transportation to and from public school.

Driver Certification/Background Check

Contractor agrees to furnish drivers for said vehicles who are the holders of valid and effective school bus drivers' certificates issues by the Department of Motor Vehicles of the State of California in full force and effect as such including background checks and fingerprinting checks filed with the Department of Justice.

Hold Harmless

Contractor agrees to hold the Governing Board and the Metropolitan Education District harmless in every way from all claims, suits or actions for injuries to person, including death, and damage to property that may arise or be occasioned in any way from its operations under the agreement.

Insurance

Contractor further agrees to bind himself to insure jointly his liability and that of the Governing Board and the District for damage to property or injury or death to persons in the sum of not less than \$500,000 for damage to property, and a combined single limit of \$5 million. The coverage should be as broad as CG0001. The successful proposer will disclose all self-insurance and deductible information on the certificate. The Metropolitan Education District shall be named in all insurance policies as "Additional Insured". The Contractor must submit a copy of such insurance policies to the District prior to the first day of school in August 2018. The

District must be notified within 30 days of any change in insurance. The District retains the right to approve or disapprove of the insurance coverage.

Term of Agreement

This agreement shall be in full force and effect for a period of three (3) years commencing August of the 2018-2019 school year; provided, however, that upon agreement of the District and the Contractor this contract may be extended an additional year at a time for a total of five (5) years.

RFP FORM
Transportation Services
Due: 2:00 P.M. on April 20, 2018

To: Metropolitan Education District
 760 Hillsdale Avenue, Building #400
 San Jose CA 95136

From: _____
 Name of Proposer

 Mailing Address

 City, State & Zip

The undersigned Proposer agrees he will contract with the Metropolitan Education District to provide all necessary vehicles, labor, and equipment to be used and employed in the TRANSPORTATION SERVICES, for Silicon Valley Career Technical Education (SVCTE), 760 Hillsdale Avenue, San Jose CA 95136, the undersigned hereby proposes and agrees to furnish all vehicles, labor and equipment of the completion of said contract in strict accordance with the specifications for the sum of:

Bus Size (passengers)	Base Price Per Bus per day (aggregate – minimum)	Additional Charge per Bus @15 minute increments over base hours
01-20		
21-30		
31-42		
43-54		
55-72		
73-89		

Describe other factors, if any, that may increase the daily rate given above and provide the cost increase:

FIXED RATE PER DAY _____ DOLLARS (\$_____)

Number of buses used (AM drop-off): _____

Number of buses used (AM return): _____

Number of buses used (PM drop-off): _____

Number of buses used (PM return): _____

If awarded the contract, the undersigned hereby agrees to commence work the first day of school in August 2018 (currently scheduled for August 13, 2018) through the last day of school in May or June 2021 for the estimated total of 178 days per year.

Field Trips/Additional Services

The Proposer must fill in Base Bid Price Column per Bus with the 6 hours per day (aggregate – minimum) and provide additional charges per bus in 15 minute increments for live-time transportation that exceeds the base bid price for 6 hours, per day aggregate minimum.

Bus Size (passengers)	Base Price Per Bus per day 6 hours per day (aggregate – minimum)	Additional Charge per Bus @15 minute increments over base hours
01-20		
21-30		
31-42		
43-54		
55-72		
73-89		

ESCALATION RATES

Year Two and Three	Rate Increase/Decrease	Reason for Increase/Decrease
2019-2020	_____ %	_____
2020-2021	_____ %	_____
Year Four and Five If Extended	Rate Increase/Decrease	
2021-2022	_____ %	_____
2022-2023	_____ %	_____

Proposer Name (person, firm, corp.)

Signature of Authorized Representative

Address

Name of Authorized Representative

City, State, Zip Code

Title of Authorized Representative

Telephone Number

Facsimile Number

Type of Business

email address/website

No RFP is valid unless signed by an officer of the company. State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name. If the proposer is a partnership, the RFP should be signed with the partnership name by one of the partners. If the proposer is a corporation, the RFP should be signed with the name of the corporation by a person authorized to execute RFPs on behalf of the corporation.

Metropolitan Education District reserves the right to award this Request For Proposal to one vendor or multiple vendors. Providing a proposal with all or nothing clauses or limitations may preclude the vendor from receiving a contract for any item.

Please check your calculations before submitting your RFP; the Metropolitan Education District will not be responsible for Proposer miscalculations.

Amounts written in words: This RFP will be awarded based upon the total amount bid as written in words. Where there is a discrepancy between words and figures, WORDS WILL GOVERN. Where there is a discrepancy between item unit price and extended total, UNIT PRICE WILL GOVERN.

REFERENCES AND EXPERIENCE

Please list at least five (5) of the largest contracts with school districts/companies in the State of California within the last three years.

Name of District/Company: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Description of Service: _____

Contract Price: _____

Contract Dates: _____

Name of District/Company: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Description of Service: _____

Contract Price: _____

Contract Dates: _____

Name of District/Company: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Description of Service: _____

Contract Price: _____

Contract Dates: _____

Name of District/Company: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Description of Service: _____

Contract Price: _____

Contract Dates: _____

Name of District/Company: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Description of Service: _____

Contract Price: _____

Contract Dates: _____

QUESTIONNAIRE

To the Proposer:

The following questionnaire is a part of this Request for Proposal. The Information provided herein will be used for evaluating the qualifications of the proposer to perform the work and services required pursuant to the Request for Proposal. The questionnaire must be filled out accurately and completely and submitted with the other parts of your proposal. Any errors, omissions or misrepresentation of the information may be considered as a basis for the rejection of the proposal and may be grounds for the cancellation of any agreement executed as a result of the Request for Proposal.

Where space is not provided for an answer, or if your answer will not fit in the space provided, please attach additional sheets marked with the question they address.

When completed, this questionnaire and the responses contained within it or attached to it shall be considered to be a part of the Agreement for Furnishing Transportation Services. If you expect your firm’s policies or practices to change from those it currently uses if your firm is awarded this contract or a portion of this contract, you must make explicit the policies and practices your firm will follow as it provides transportation services to the District. (Providing a copy of your Transportation Safety Plan as a response to these questions will not address the District’s concerns.)

I. DESCRIPTION OF PROPOSER’S ORGANIZATION

A. FIRM

Firm Name: _____

Address: _____

Telephone Number: _____

B. TYPE OF ORGANIZATION

Corporation (List officers and positions): Other (please specify):

Where Incorporated: _____ Year of Incorporation: _____

Subsidiary (Give name and address of Parent Corporation):

C. NATURE OF OPERATIONS

1. Is your firm currently engaged in providing home-to-school transportation services under contract with a school district, non-public school or county superintendent of schools?

Yes _____ No _____ Number of years _____

Number of public school districts served in the State of California _____.

2. Are you currently, or have you ever, contracted to provide student transportation services for any school district, non-public school or county superintendent of schools in the state?

Yes _____ No _____

II. MANAGEMENT AT THE TERMINAL

A. The District strongly believes that the individuals holding the Terminal Manager, Personnel, and Safety and Training Coordinator positions, whether these positions are held by one or by several persons, are critical to the provision of consistent and high quality transportation services. Name the specific individuals your firm will assign to these management positions at the Local terminal that will be servicing the District, or, if unable to do so, for each position please list the names of individuals (preferably at least three) who may be assigned to the Local terminal. If your firm is awarded this contract, you may assign any of the persons you have named for each position to actually take that position under this contract, unless the District has, in its discretion, specifically rejected one or more of your proposed candidates. If your firm is awarded this Contract, you may substitute individuals not named in this proposal with the written permission of the District, which may be granted or withheld in its sole and absolute discretion. In any case, you must submit at least three sample resumes of candidates or current managers employed by your firm in each of these positions, so as to provide the District with an understanding of the qualities your management staff members possess.

For every individual you propose as a potential management staff member to be assigned to the Local terminal, please provide the following information on a separate page:

1. Name and proposed position the person may be selected to fill;
2. Number of years with your firm and current position;

3. Experience in related positions within your firm or with other firms (if with other firms, please name firm) and number of years in each such position;

B. On a separate page, please provide a job description for each terminal management position you propose to assign under this contract.

C. On a separate page, please provide an organization chart of your firm as it would relate to the Local terminal that will be servicing the District. (It should give a clear understanding of the number of layers in your firm and the lines of accountability).

D. Please provide the name(s) of those persons within your firm who would have immediate authority over the terminal Manager you propose in **Item A** above, and those who may play an advisory role to terminal management, in the areas of 1) Operations, 2) Training and Personnel, 3) Safety and 4) Maintenance. Please provide the following information for each of these persons:

1. Name;
2. Location of staff member's office;
3. Number of years with your company;
4. Experience in related positions within your firm or with other firms (if with other firms, please name firm) and number of years in each such position.

III. DRIVER PERSONNEL

For all questions requiring a "Yes" or "No" answer, please provide an explanation if you answer "No."

State the number of regular Certified bus drivers you now have employed in California:

School _____ Other _____

A. In accordance with Education Code 45125 Student Transportation service providers are required to have all employees that may have contact with students while performing the contract fingerprinted and cleared through the Department of Justice prior to providing the contracted services for the District. Are you compliant with this requirement?

Yes _____ No _____

B. Are all your drivers certified by the State of California to transport students in “school bus” type equipment?

Yes _____ No _____

C. Do you have a sufficient amount of certified drivers and “school bus” equipment to meet the District’s transportation needs as described in this Request For Proposal?

Yes _____ No _____

D. Do you use any objective qualification and driver testing procedures? If so, briefly describe the procedures or provide samples of your testing material.

Yes _____ No _____

E. Do you provide In-Service (continuing education and retraining for experienced school bus drivers): Describe

Yes _____ No _____

F. If you currently have a driver training program, does the program include a section on transportation service for special education students? Please provide the outline or course of study.

Yes _____ No _____

IV. SAFETY PROGRAM AND ACTIVITIES

A. If you have an established, continuing safety program, please describe the operation, contents and requirements of the program. Include the number of hours per year required per employee.

B. How often are safety meetings held? _____

V. PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR

A. *Do you have a formal, scheduled preventive maintenance program for vehicle fleets which your firm manages?*

Yes _____ No _____

B. Do you require any daily regular written reports from your drivers on the condition of their vehicles?

Yes _____ No _____

C. Do you use any other methods of identifying defects in buses? (If so, please describe).

Yes _____ No _____

D. Do you maintain and evaluate records of road failures?

Yes _____ No _____

1. If so, how many road failures, per month, per hundred buses, did the buses your firm maintained experience, on average, during the past year?

E. Would you use any vehicle(s) other than "School Buses" to meet our student transportation needs?

Yes _____ No _____

1. If "Yes", describe the circumstances and the type of equipment that would be used.

VI. INSURANCE DATA

If requested, will you authorize your insurance carriers to furnish, in writing, your accident loss ratio and worker's compensation loss ratio for the past five years?

Yes _____ No _____

VII. FINANCIAL AND CREDIT DATA

A. Please submit credit references, including at least five trade or industry suppliers with whom you regularly do business.

B. Will you give cash discounts for timely payment of invoices? If so, please specify the terms offered.

Yes _____ No _____ Terms: _____

VIII. IMPLEMENTATION PLAN

Please provide a plan and schedule for implementing the Agreement for Furnishing Transportation Services should your firm be selected as the successful proposer. Your schedule and plan may include:

- Inspection of vehicles, facility, and equipment;
- Acquisition of required vehicles;
- Occupation of Local terminal facility;
- Recruitment/relocation, if necessary, of management and supervisory personnel;
- Selection, any necessary training, and employment of drivers;
- Employee orientation, especially to District routes and schedules.

IX. OTHER RELEVANT INFORMATION

- A. How does your company measure customer satisfaction?
- B. The District expects all transportation services provider staff to wear an identification badge or insignia. How would you implement this requirement?

I, the undersigned, hereby certify that I am a representative of the below named firm, and am duly authorized to execute contracts on behalf of the firm. I further hereby certify that all of the information presented in answer to the questions contained in this Proposal/Questionnaire is complete and accurate to the best of my knowledge.

I understand that if the METROPOLITAN EDUCATION SCHOOL DISTRICT Governing Board awards a Contract for Bus Transportation Services to my firm that the information and commitments made within this questionnaire will become an effective part of the Contract between the District and my firm.

Name of Firm

Authorized Agent

Title

Date

NON-COLLUSION AFFIDAVIT
TO BE COMPLETED AND SUBMITTED WITH RFP

State of California)
County of Santa Clara) ss.
)

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

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

Date

Signed at (Place)

Proposer Name (Person, Firm, Corp)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

(Must be Notarized)

PROPOSER'S STATEMENT
REGARDING INSURANCE COVERAGE
To Be Submitted with RFP

Proposer HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposal No. 17-18-01, for Transportation Services. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, and agrees to name the Metropolitan Education District as Additional Insured for the work specified.

Name of Proposer (Person, Firm or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

WORKER'S COMPENSATION
INSURANCE CERTIFICATE
To Be Completed and Submitted with RFP

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Proposer (Person, Firm or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing