

**SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT
FRONT END DOCUMENTS**

FOR

ON-CALL TRANSPORTATION SERVICES

Issue Date: January 14, 2025

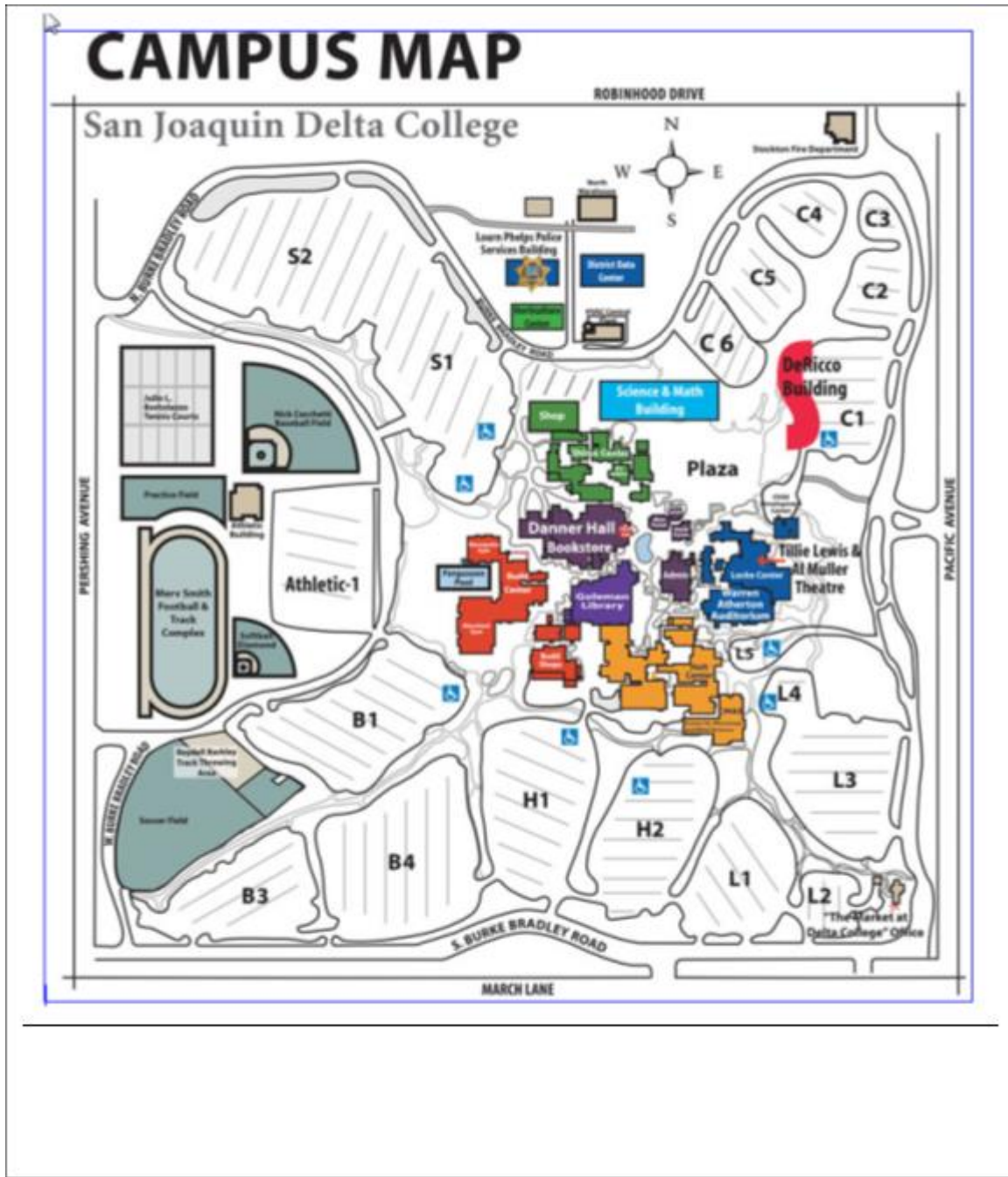


Project No. 2025-RFP-006

Bid Opening: Wednesday, February 19, 2025

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/deltacollege>



LOCATION MAP

San Joaquin Delta Community College District
5151 Pacific Ave, Stockton Ca 95207

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A - RFP Sample Agreement

1. Introduction

1.1. Summary

San Joaquin Delta College (the "District") is issuing this Request for Proposals (RFP) on behalf of the San Joaquin Valley Community Cooperative (SJVCC), which is acting as the lead agency, to establish a list of approved On-Call Transportation suppliers. These suppliers will be available to provide transportation services for any agency participating in the Cooperative, serving its clubs, groups, employees, and athletic teams.

This RFP is part of a cooperative purchasing agreement through the SJVCC, a collaboration that allows the District and other public sector entities, as well as private educational institutions in the region, to benefit from collective purchasing power. As a result, any selected bid may be utilized by additional participating entities, providing expanded visibility and potential for additional opportunities. (Further details on SJVCC can be found in Section 3.0.)

The contract resulting from this RFP will have a duration of five (5) years. It is expected that a recommendation for award will be presented to the Board of Trustees for approval, with notifications sent following the approval.

1.2. Background

The District is part of the statewide California Community College System, and currently serves over 23,000 students annually. The District is comprised of the Stockton Main Campus, the South Center at Mountain House, and the Manteca Farm. Additional information about the District is available online at <https://www.deltacollege.edu/>.

The District is governed by a Board of Trustees (the "Board"), consisting of seven voting members, elected from trustee areas in general elections throughout the District, and a Student Representative, appointed by Student Government. The Board exists under and derives its powers from the California Constitution and the acts of the State Legislature, and it derives its authority from the California Education Code.

1.3. Contact Information

Glenn Aguon

Assistant Director of Procurement and Contract Services

5151 Pacific Ave

Danner Basement B2

Stockton, CA 95207

Email: glenn.aguon@deltacollege.edu

Phone: [\(209\) 951-5065](tel:(209)951-5065)

Department:

Procurement, Contracts & Auxiliary Services

Department Head:

Jennifer Alford

Director

1.4. Timeline

| | |
|--|--|
| Release Project Date | January 14, 2025 |
| 1st Publication Date | January 14, 2025 |
| 2nd Publication Date | January 21, 2025 |
| Pre-Bid Meeting (Non-Mandatory) | <p>January 28, 2025, 10:30am</p> <p>Purchasing Conference Room, Danner Basement B4;</p> <p>Zoom Link: https://deltacollege-edu.zoom.us/j/88053979360?pwd=5qEZHo8ouvouQ6JA69xTTxExcghiHU.1</p> <p>Password: 875374</p> <p>***If attending virtually you must RSVP in OpenGov for the Pre-Bid Meeting***</p> |
| Question Submission Deadline | February 3, 2025, 2:00pm |
| Question Response Deadline | February 10, 2025, 5:00pm |
| Submission Deadline | February 19, 2025, 2:00pm |
| Intent to Award | March 7, 2025 |

2. Instruction for Bidders

2.1. Electronic Submittal

The San Joaquin Delta College is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov Procurement by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

General. Each Bid Proposal must be signed, sealed and submitted to District, using the form provided in the Contract Documents, by or before the date and time set forth in Section 2 of the Request for Bids, or as amended by subsequent addendum. Late submissions will be rejected. District reserves the right to

postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from District. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.

The San Joaquin Community College District will only communicate with one person per Bidder. It is the responsibility of the Bidder to ensure that the District has the correct name and address of the contact person, phone number, and e-mail address. All changes to this solicitation will be made only through written addendum issued via OpenGov. No other changes are authorized. All questions must be submitted by the date and time prescribed using this system. No email or telephone call questions will be responded to.

It is the responsibility of each Proposer to monitor OpenGov for any and all Addenda and to be fully familiar with all the contents thereof.

Electronic Bid Proposal Submittal. All bids shall be submitted before date/time set forth in the Notice to Bidders via the District's procurement portal. Bid Proposals which are not submitted through the procurement portal are non-responsive and will be rejected. The District is not responsible for or liable to Bidders for: (i) inaccessibility of the procurement portal; or (ii) untimely, incomplete or inaccurate data submitted through the procurement portal. Bidders experiencing any technical difficulties with the bid submission process may contact OpenGov Support.

Electronic Submission Requirements. Bidders must enter proposed pricing in the electronic bid form for any and all line items or a lump sum bid amount, as required. The proposed pricing provided in the Bidder's electronically submitted bid form is binding on the Bidder and will be used by the District for determination of the apparent low bid/best value. Bidders must attach pdf file(s) to the electronic bid submission containing all the completed and signed Bid Documents. Bidders experiencing any technical difficulties with the bid submission process may contact OpenGov Support. If you continue to have difficulty, contact the District's Procurement & Contract Department by email at procurement@deltacollege.edu. Neither the District nor the District's bid management system, make any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission date and/or time.

Bid and Contract Documents. The Bid and Contract Documents are available only through the District's procurement portal. The District's procurement portal may be accessed through the District's Purchasing webpage: <https://www.deltacollege.edu/campus-offices/administrative-services/purchasing/business-opportunities> OR <https://procurement.opengov.com/portal/deltacollege>. Vendors must be registered to view and download the documents. There is no charge to sign up. Any and all Project Addenda will be posted on this portal. It shall be Bidder's sole responsibility to conduct periodic checks of this Project to identify and download any Project Addenda.

Date and Time of Bid Proposal Submittal. The procurement portal clock is controlling and determinative as to the time of the Bidder's submittal of the Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after. Bid Proposals submitted after such time are nonresponsive. Bid results on the District's procurement portal are unofficial and require further review prior to award.

DIR Registration. Subject to limited legal exceptions for joint venture bids and federally-funded projects, District may not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code § 1725.5. If District is unable to confirm that the bidder is currently registered with the DIR, District may disqualify the bidder and return its bid unopened. (Labor Code §§ 1725.5 and 1771.1(a).) If applicable.

2.2. Response Format Requirements

Each Response must be submitted in compliance with the requirements of this RFP. Each Response must respond to the items below. Clarity and brevity are preferable to volume. Do not attach brochures or promotional materials to the Response. Responses should only be addressed within the vendor submission section within this project. By submitting a Response, the Respondent agrees that the Response constitutes a firm offer to enter into the Agreement with the District, and that the offer will remain open for 90 days following the Response Deadline.

2.3. Selection & Award

- A. **Review.** Responses will be reviewed for responsiveness, evaluated and ranked based on the factors listed in the Evaluation Criteria section. When the evaluation is complete, the Responses will be ranked based on total scores to identify the Response that provides the best value to the District. Acting in its sole discretion, the District may elect to conduct interviews with shortlisted Respondents.
- B. **Award.** The District will award the Agreement, if at all, to the Respondent that is determined by the District, acting in its sole discretion, to offer the best value to the District based on the District's review, as outlined above. District staff will submit its recommendation to the Board or the awarding officer, as applicable, for award of the Agreement to the Respondent that it determines to offer the best value. Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the website.

2.4. Protest Procedures

Any protest challenging the District's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to the Procurement, Contracts and Auxiliary Services department, at procurement@deltacollege.edu, and must clearly specify the basis for the protest. The protest will be reviewed by the District's Representative in consultation with District's legal counsel, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the District reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

3. San Joaquin Valley Community Cooperative

3.1. San Joaquin Valley Community Cooperative

The San Joaquin Valley Community Cooperative (SJVCC) is a collaborative purchasing group formed by public sector entities, educational institutions and non-profits in the San Joaquin Valley of California. The group includes, but isn't limited to, entities such as local governments, educational institutions, or

special districts, that have joined together to leverage their joint buying power. By pooling their procurement needs, these agencies can secure better pricing, favorable terms, and a broader range of goods and services, often with reduced administrative burdens.

For potential awarded suppliers, engaging with a community cooperative offers significant benefits. Suppliers gain access to a wider customer base through a single point of contact, simplifying the sales and procurement process. This streamlined approach reduces administrative burdens and opens opportunities for suppliers to secure contracts they might not have accessed independently.

Additionally, community cooperatives are designed to support both local and national suppliers, creating opportunities for businesses of all sizes to participate in contracts that emphasize community engagement and economic impact. This inclusive approach allows suppliers to expand their market reach and develop meaningful relationships within the community. By partnering with a community cooperative, suppliers can benefit from a collaborative environment that values their contributions and promotes sustained growth and ongoing collaboration

3.2. Administrative Operating Services Provider to SJVCC

The resulting Master Agreement(s) awarded by this solicitation will be administered by SJVCC in partnership with Bespoke Community Cooperatives, LLC (“BESPOKE”). BESPOKE is a public benefit corporation providing administrative operating services for non-federal public agencies (States, Cities, Counties, etc.,) educational institutions and non-profits that have entered into an agreement to procure jointly or on behalf of other public entities, educational institutions and non-profits. These organizations are known as Community Cooperatives (CC.) SJVCC utilizes BESPOKE services to support the cooperative nature of this Solicitation and to benefit the awarded supplier(s).

3.3. Cooperative Procurement with Other Jurisdictions

The Master Agreement(s) awarded under this Solicitation by SJVCC member Delta CC District (Designated as the Lead Purchasing Agency or “LPA” for this solicitation, will be made available to additional Participating Agencies (“PAs”) on a local, regional, or national level. These entities will operate under the same terms and pricing as the SJVCC, including Administrative Fee and Sales Reporting provisions. PAs may include municipalities, counties, states, higher education institutions, public authorities, councils of government, regional governments, health institutions, or other eligible entities, including organizations that expend public funds in performing governmental functions and non-profits.

3.4. Participating Public Agency (PPA) Contracting Authority Explained:

A. Cooperative Purchasing

This Solicitation is being conducted by LPA Delta CC District on behalf of the SJVCC’s Member PAs and allows for purchasing by additional PAs from the resulting Master Agreement. This is referred to as “cooperative purchasing,” and the Master Agreement is considered to be a “cooperative contract.” This type of purchasing is a generally accepted procurement method recognized under state and federal law.

A. How Other Entities Can Use This Contract

If a public agency (such as a city, special district, or county) or educational institution (K12 or

Higher Education public or private) or non-profit wants to use this contract, it first needs to register as a Participating Agency (PA) through BESPOKE's Cooperative Administrative Services Program by signing the BESPOKE Master Intergovernmental Cooperative Purchasing Agreement (MICPA), available at www.bespokecommunity.org. BESPOKE and SJVCC facilitate the contract's cooperative framework but are not involved in individual purchase orders or participating agreements—awarded supplier(s)' primary relationship will be with each agency that utilizes the contract.

B. Agency-Specific Terms and Conditions

Each PA may negotiate mutually agreed upon terms that respect the conditions of this Solicitation and resulting Master Agreement directly with the awarded supplier(s), allowing them to tailor the contract to meet their individual agency requirements and policies. A PA may also create their own entirely new contract that references this procurement.

C. Supplier Administrative Fees

All fees associated with servicing the awarded contracts(s) are clearly and solely outlined in this Solicitation and shall be collected by BESPOKE on behalf of the SJVCC. These fees are separate from the agency-specific terms and conditions that may be negotiated with specific PAs; no additional supplier administrative fees may be charged by a PA.

D. Local Customization Options

Certain Solicitation or contract terms that apply specifically to Delta CC District, such as governing law, may be adjusted for each PA. PAs may also request additional agreements for specific needs like delivery schedules, invoicing requirements, or support for local diversity initiatives.

E. Direct Transactions with Each Agency

All transactions—such as orders, invoices, and payments—will be managed directly between the awarded supplier(s) and each PA. BESPOKE and SJVCC do not manage these transactions; each PA handles its own purchase orders or participating agreements with the awarded supplier(s) directly.

F. Procurement Compliance

Each PA has full discretion and responsibility for any purchases made under this contract and must ensure its participation in the Master Agreement aligns with the requirements governing its own procurements. Delta CC District certifies that its administration of this cooperative contract complies with the requirements governing its procurement of the Products identified in this Solicitation. Any PA participating in or purchasing from the contract is therefore deemed by law to have complied with the requirements governing their own procurement activities, and a separate procurement by each PA is generally not required.

3.5. Servicing Requirements

Awarded suppliers must provide services to Delta CC District (and any SJVCC Members whose requirements are specifically included in this Solicitation) in full compliance with the legal terms of this Solicitation and resulting Master Agreements. Awarded suppliers are encouraged but not required to service other SJVCC members or PA's that may participate through the BESPOKE Community Cooperatives Administrative Services Program.

4. Scope of Work

4.1. SUPPLIER REQUIREMENTS

The District expects that all bidders, by act of their bidding, own or lease the equipment that will be provided to transport pupils and that all drivers will be employees (not subcontractors) of the bidding company. **Bidders may NOT subcontract out any portion of the work to be provided under this contract.**

Bidder shall provide a direct contact assigned (Phone Number) in case of emergency cases.

The District expects that all bidders, by the act of their bidding, shall be certified in accordance with the applicable laws of the State of California as a **School Pupil Activity Bus (SPAB)** and that all drivers of such vehicles will likewise have a valid SPAB license whether passengers are pupils or adults on school or District related activities utilizing either public or private funds. Bidders must be registered with the Federal Motor Carrier Safety Administration, be compliant with all applicable Federal Motor Carrier Safety Regulations, and provide the District with their US DOT number and MC number as required in the vendor submission. All work performed and all equipment used by the bidders shall meet all applicable "Regulations and Laws Relating to Pupil Transportation in California" as published by the California State Department of Education. Submission of a proposal will be considered a declaration that the equipment to be used in the execution of the contract, if awarded, does, and will continue to meet all safety regulations.

4.2. PUPIL ACTIVITY BUS (PAB)

Vehicles are required to be PAB certified. Vehicles are regulated by the Public Utilities Commission (PUC) and must be currently registered with them. PAB operators are required to have each PAB pass an annual inspection and place the vehicle inspection report, issued by the California Highway Patrol (CHP), in an easy to reach location within the vehicle. The vehicle inspection report must be presented upon request and include the following statement: "**Authorized to transport school pupils- CVC 545(k)**", **followed by the signature and identification number of the CHP employee who conducted the inspection.** This ensures the driver has received proper training and a thorough background check which will prevent ex-felons from operating these vehicles.

4.3. INDEPENDENT CONTRACTOR

While performing services for the District, the selected contractor shall be an independent contractor and not an officer, agent, or employee of the District.

4.4. SUPPLIER REIMBURSEABLE FEES

Parking fees, entrance fees, lodging, additional hours, and tolls as determined necessary by the District's Transportation Director or its designee, shall be expenses of the District and payable to the Contractor. The District will not reimburse Contractor for any expenses incurred except as described below;

1. If overnight travel is requested by the District, and the Charter Bus Service Contractor is required to book a driver's room, it shall be a single room at a reasonable rate. Lodging shall be at the same location as the trip participants, if available. The District shall reimburse Contractor the then published GSA rate for lodging based on locality. The driver's meals shall be the responsibility of the Contractor. The District will not pay for any lodging incidentals such as movies, telephone calls, honor bar, laundry, etc.
2. Any unforeseen parking fees, entrance fees, or tolls should be brought to the immediate attention of the District. If the District is unable to resolve payment on its own accord, then upon prior approval from the District's Transportation Director or its designee, the District may authorize Contractor to make payment on its behalf. The District shall reimburse Contractor for actual expenses incurred. Proof of actual expenses must be submitted to the District to be considered valid and must be in the form of a receipt, bank statement or other form of proof as deemed acceptable by the District.
3. Additional time added to the pre-trip itinerary, if approved or ordered by the District's Transportation Director or its designee, shall be expenses of the District and will be payable to the Contractor. Any and all approvals for additional time must be authorized in writing to be considered valid.

4.5. Multiple Vehicle Travel

The District requires that all Vehicles travel together whether they are the same or different carriers if the trips consist of more than one bus unless directed otherwise by the District's Transportation Director or its designee.

4.6. Minimum Vehicle Requirements

At minimum all passenger vehicles are required to be equipped with the following options as applicable based on vehicle size and options:

- A. Air Conditioned
- B. Under Bus Luggage Compartments (motor buses only)
- C. Radio bus to bus Communication and Dispatch Communication capabilities
- D. Seat Belts for all passengers
- E. ADA Access
- F. Applicable GPS device for duration of trip.

- G. Bathrooms (if trip is over 3 hours one way (motor buses only))

Optional requirements:

- A. Reclining chairs
- B. Wifi
- C. Charging stations
- D. Interior Cameras

4.7. Bus Driver Responsibilities

The district designated chaperone(s) and the bus driver must work in unison on any bus trip. However, when a safety or driving-related issue is concerned, the bus driver has the final authority and ultimate responsibility.

The driver will arrive at the pickup point a minimum of thirty (30) minutes prior to the scheduled departure time for the loading of equipment. Pickup and discharge of pupils shall be made at designated points only.

Upon arrival at the trip destination, the driver will keep the trip chaperone(s) informed of the bus's location and unless excused by them, will remain in the immediate area of the bus.

A bus shall not be put into motion until all passengers are seated.

The driver may be required to assist in the loading or unloading of luggage as required by the group.

Contractor shall have their drivers wear an identifying shirt and/or jacket during the time the driver is on a District sponsored athletic event or field trip.

Prior to departing on any trip, the Driver will review weather conditions for the proposed route. If weather conditions are deemed to be unsafe, trips will be reviewed with the District's Transportation Director or its designee and if needed, delayed until such a time the conditions improve. Trips may be canceled due to these conditions.

In accordance with Education Code 39831.5(4), Safety instruction is to be given to all pupils regardless of grade level prior to departure. The instructions must include the location of emergency exits and the location and use of emergency equipment. The driver of the trip must sign a trip document certifying they have given the group the safety instructions before the trip starts. Documentation must be made available to the District upon request.

4.8. Approved Passengers

District staff and students are the only approved passengers for trips booked.

4.9. Trips

The District shall provide the trip itinerary to the Supplier at least 48 hours after the trip is booked. All trips should be arranged with the understanding that restroom and food stops will be required as

specified by District staff. Any additional stop requests, provided they are for restroom or food purposes, shall not incur extra charges beyond the original trip cost.

4.10. GRATUITY

No gratuity charges will be allowed under this contract.

4.11. AUTHORIZED ORDER PROCESS

Upon the District's Transportation Department submitting a request for services to the contractor, the contractor shall respond within one business day with both a response of acceptance or denial of the trip and the proposal pertaining to the said trip.

4.12. SUSPENSION BY DISTRICT

The District's Director of Transportation, or its designee reserves the right to suspend a contractor and not use the contractor for services due to excessive equipment failure and/or breakdowns, excessive trip refusals, non-responsiveness to trip requests, and if any certifications are expired or non-existent.

4.13. NO MAXIMUM OR MINIMUM REQUIREMENTS

The District does not guarantee that a minimum or maximum number of trips, miles, and or hours will be requested or committed to.

4.14. AGREEMENT AND PRICING

The term of the Agreement shall be for five (5) years. Prices may increase from year to year by 5% or CPI (Consumer Price Index) for San Joaquin County, whichever is lower. Any proposed price increases must be submitted in writing at least ninety (90) days prior to the contract anniversary date for consideration and approval.

4.15. CANCELLATIONS AND POSTPONED TRIPS

District Cancellations:

- A. A charge of \$100.00 will be due and payable to contractor if a trip is canceled by the District less than 48 hours prior to the start time of the trip.
- B. If trip is postponed for a later time no fees shall be imposed to the District.
- C. All cancellations must be in writing by the District's Transportation Director or its designee. No other fees, fines, or percentages will be applied.
- D. Cancellations by the contractor or failure to complete the trip after confirmation will result in the District issuing the contract to another awarded bidder and may lead to suspension of future services

4.16. CREDITS AVAILABLE TO DISTRICT

Supplier will be required to offer the following credits to the District based on the following scenarios:

- A. Vehicle breakdown: Credit entire trip cost

- B. Supplier cancellation of trip with less than 48 hours notice: Credit entire trip cost
- C. Vehicle amenity malfunction (bathroom, heater or air conditioning not operational for any duration of trip): 50% of trip cost

4.17. DEFAULT

If the successful bidder fails or neglects to furnish and/or deliver the services at the prices quoted or at the times and places agreed upon or otherwise fails to comply with the terms, conditions, or specifications of this proposal document in its entirety, the District reserves the right to cancel existing services affected by such default, and procure services from other sources and deduct from any unpaid balance due to the successful bidder.

4.18. GOVERNING LAW

The laws of the State of California and the San Joaquin County shall govern all aspects of the proposal.

4.19. DAMAGE TO DISTRICT PROPERTY

The successful bidder shall be fully responsible for any damage to the District property caused by its employees. Repairs or replacement, at the option of the District, shall be made by the successful bidder or by the District and charged to the bidder.

4.20. CRIMINAL RECORDS CHECK

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school District may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application. The successful bidder shall not permit an employee to encounter the District's pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The successful bidder shall certify in writing to the District that none of its employees who may encounter pupils have been convicted of a violent or serious felony. The successful bidder shall keep a record of said information and shall provide such information to the District upon request.

4.21. DRUG AND ALCOHOL TESTING

The successful bidder shall require that all drivers and other individuals who may encounter students be subject to drug and alcohol testing in accordance with the requirements of any federal, state, and local laws. The successful bidder shall keep a record of said information and shall provide such information to the District upon request. The successful bidder shall notify the District immediately and in writing whenever any driver has tested positive for drugs or alcohol and shall immediately dismiss the driver from providing services to the District.

4.22. COMPLIANCE WITH OSHA

The successful bidder agrees that all services offered comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards, and regulations and that the successful bidder will indemnify and hold the District harmless for any failure to so conform.

4.23. RECORDS AND AUDIT

The successful bidder shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs claimed to have been incurred and anticipated to be incurred for the performance of the Agreement. The successful bidder shall preserve and make available its records to the District and/or other representative agencies having a financial interest in the Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the District. The successful bidder is responsible for any audit discrepancies involving any deviation from the terms of the Agreement and for any commitments or expenditures in excess of amounts allotted by the District.

4.24. QUALITY CONTROL

The District reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract compliance and specifications.

4.25. OUT-OF-STATE TRAVEL

The District will contract with contractors for transportation services for both intrastate and interstate travel. The District understands that SPAB requirements are invalid outside California. In the interest of safety, the District requires that the driver operate the vehicle as if it were still in California, following all SPAB laws and regulations to the extent possible.

4.26. CALIFORNIA SB 88 (2023)

Contractor agrees to comply with Senate Bill 88 (2023) and California Educational Code 39875 – 39882 during contract term.

5. Evaluation Criteria

The factors that the District will consider in evaluating Responses are listed below for a total of 100 maximum points, not including the optional interview. The contract will be awarded, if at all, to all top scoring suppliers that offer transportation services to create an approved supplier list.

The proposals will undergo evaluation, any award resulting from this RFP will be made to suppliers whose offer conforms to the RFP and it is determined to be the most advantageous, of "best value" to the District, in the sole judgment of San Joaquin Delta Community College.

Furthermore, as deemed in the best interest of the District, the District reserves the right to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

| No. | Evaluation Criteria | Scoring Method | Weight (Points) |
|-----|---|----------------|-----------------|
| 1. | GENERAL QUALIFICATIONS | N/A | N/A |
| 2. | RELEVANT EXPERIENCE | N/A | N/A |
| 3. | RESPONSIVENESS AND ACCESSIBILITY | N/A | N/A |

| | | | |
|----|---|-----|-----|
| 4. | COST PROPOSAL | N/A | N/A |
| 5. | Interview (If Applicable) If interview is not needed all points will be awarded for this section. | N/A | N/A |

6. Vendor Submissions

6.1. Does your company have a restriction on out-of-state travel?*

*Response required

6.2. How many years of experience does your company have in providing the services requested in this RFP to Public Entities or Private Educational Institutions in the State of California? *

*Response required

6.3. Could you provide an overview of your company's qualifications and experience that demonstrate your ability to deliver the services specified in the RFP?*

*Response required

6.4. What additional training are bus drivers required to complete with your company beyond standard license requirements. *

*Response required

6.5. What is the size of your fleet? How many staff members will be assigned for this contract period? (e.g bus drivers, dispatcher, bus aides etc..)*

*Response required

6.6. How many trips has your company canceled over a calendar year?*

*Response required

6.7. What is your experience serving Public and Private Institutions with athletics programs?*

*Response required

6.8. What is the minimum notification needed for to schedule a trip?*

*Response required

6.9. What is your experience serving Public and Private Institutions with Student Clubs and Student Service Departments?*

*Response required

6.10. What is the distance from your closest service location to Stockton California? (vehicle lot that drivers will be dispatched from)*

*Response required

6.11. How do you track and report on the performance and reliability of your services to ensure accountability?*

*Response required

6.12. How do you handle mechanical breakdown situations to ensure passengers arrive timely to destinations?*

*Response required

6.13. How does your company ensure availability of support personnel during business hours and beyond (e.g., weekends or holidays)?*

*Response required

6.14. What is your typical response time for addressing customer inquiries, complaints, or service adjustments?*

*Response required

6.15. How do you ensure effective communication with clients in the event of a service delay or emergency?*

*Response required

6.16. Would you be able to assign a dedicated representative to manage this contract, specifically for addressing service-related inquiries and handling emergency situations, including scheduling matters? If not, how would your company ensure that the District obtains timely responses to inquiries 24/7?*

*Response required

6.17. Are you licensed to do business in the State of California? *

Yes

No

*Response required

When equals "Yes"

6.17.1. Provide your License Number?*

*Response required

6.18. Have you ever been debarred by any State or Federal entity?*

Yes

No

*Response required

When equals "Yes"

6.18.1. Why?*

*Response required

6.19. Provide a letter with your official letterhead addressed to the District certifying that none of your employees who may encounter pupils have been convicted of a violent or serious felony.*

*Response required

6.20. Do you agree to the sample agreement attached within this project to form?*

Yes

No

*Response required

When equals "No"

6.20.1. If no, provide any requested edits to be reviewed by District.*

*Response required

6.21. IRAN CONTRACTING ACT CERTIFICATION*

Pursuant to California Public Contract Code §§ 2202-2208, commonly referred to as the “Iran Contracting Act of 2010,” a proposer/bidder¹ for a contract equal to or in excess of one million dollars (\$1,000,000) must complete, sign and submit this certification at the time of proposal submission for a new contract or renewal of an existing contract, thereby certifying that the proposer/bidder is not identified on the California Department of General Services (DGS) list of ineligible businesses or persons and that the proposer/bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (California Public Contract Code § 2205.)

A person engages in investment activities in Iran if any of the following is true:

The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran.

The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to subdivision (b) of California Public Contract Code § 2203 as a person engaging in investment activities in Iran as described in subdivision (a).

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

Bidder’s Proposal is less than one million dollars (\$1,000,000)

Bidder’s Proposal is one million dollars (\$1,000,000) or more, but Bidder is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Bidder’s Proposal is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). A copy of the written permission from the District is included with this Contract.

*Response required

6.22. Proposal Requirements*

Did you read through and confirm that you met all of the proposal requirements including the sections:

- A. General Conditions
- B. Special Provisions and Specifications

Yes

No

*Response required

6.23. Upload any additional documentation as needed.

7. Pricing Table

Use the "other" row under the passenger bus column for any vehicle not listed. Comment in the comment section for the exact passenger count and vehicle type. All Vehicle types should be considered to include all necessary equipment for vehicle (bathroom, tv screens etc.). Any pricing not provided in the proposal shall be billed to the District.

| No Bid | Line Item Number | Vehicle Type | Minimum Hours to Book Vehicle | Unit of Measure | Cost of Minimum Hourly Total | Total | Over Night Rate | Mileage Rate | Rate per Hour (Price per hour after minimum) | Comments |
|--------|------------------|------------------------|-------------------------------|-----------------|------------------------------|-------|-----------------|--------------|--|----------|
| | 1 | up to 9 passenger Van | | Hour | | | | | | |
| | 2 | 12 Passenger Van | | Hour | | | | | | |
| | 3 | 15 Passenger Van | | Hour | | | | | | |
| | 4 | 20 to 35 passenger bus | | Hour | | | | | | |
| | 5 | 36 to 57 passenger bus | | Hour | | | | | | |
| | 6 | 57 to 85 passenger bus | | Hour | | | | | | |
| | 7 | Other | | Hour | | | | | | |

| No Bid | Line Item Number | Vehicle Type | Minimum Hours to Book Vehicle | Unit of Measure | Cost of Minimum Hourly Total | Total | Over Night Rate | Mileage Rate | Rate per Hour (Price per hour after minimum) | Comments |
|--------|------------------|--------------|-------------------------------|-----------------|------------------------------|-------|-----------------|--------------|--|----------|
| | 8 | Other | | Hour | | | | | | |
| | 9 | Other | | Hour | | | | | | |
| | 10 | Other | | Hour | | | | | | |

8. Provisions, Affidavits & Certifications

8.1. RESERVATION OF RIGHTS

The District may reject any or all proposals and may waive any immaterial deviation in a Proposal. The District’s waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the specifications if the Bidder is awarded the contract. Proposals that include terms and conditions other than the District’s terms and conditions may be rejected as being non-responsive. In the event all proposals are rejected or the District determines alternative solutions are in its best interest, the District may cancel this solicitation and pursue alternative sourcing options. The District may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish all such information and data for this project.

The District reserves the right to reject any submittal made pursuant to this RFP or any subsequent Proposal or bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the District that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work specified. Additionally, the District reserves the right to request additional performance guarantees if, in the sole opinion of the District, financial stability or capability cannot be established.

8.2. PROPERTY OF THE DISTRICT

Proposals become the property of the District and information contained therein shall become public documents subject to disclosure laws. The District reserves the right to make use of any information or ideas contained in the Proposal. If the Proposer fails to notify the District of a known error that reasonably should have been known prior to the final filing date for submission, the Proposer shall assume the risk. If awarded the contract, the Proposer(s) shall not be entitled to additional compensation or time due to error.

8.3. AWARD OF CONTRACT

The District reserves the right to reject any and all proposals and to award one or more contracts. Award, if any, will be to the Bidder, whose proposal best complies with all of the requirements of the RFP documents and any addenda.

8.4. NON-COLLUSION DECLARATION (PUBLIC CONTRACT CODE SECTION 7106)

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.

8.5. NON-DISCRIMINATION CERTIFICATION

Bidder, hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status, except as provided for in Section 12940 of the California Government Code. Bidder shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

8.6. DRUG-FREE WORKPLACE CERTIFICATION

I am aware of the provisions and requirements of California Government Code §8350, et seq, the Drug-Free Workplace Act of 1990. I am authorized to certify, and do certify, on behalf of Bidder that a drug-free workplace will be provided by Bidder by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Bidder’s workplace and specifying actions which will be taken against employees for violation of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. Bidder’s policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations.

3. Requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by subdivision (a), above, and that as a condition of employment by Bidder in connection with the Work of the Agreement, the employee agrees to abide by the terms of the statement.

Bidder and I agree to fulfill and discharge all of Bidder's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace; (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Agreement be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

Bidder understands that if the District determines that Bidder has either:

(a) made a false certification herein, or

(b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Agreement awarded herein is subject to termination, suspension of payments, or both. Bidder and I further understand that, should Bidder violate the terms of the Drug-Free Workplace Act of 1990, Bidder may be subject to debarment in accordance with the provisions of California Government Code §8350, et seq.

Bidder and I acknowledge that Bidder and I are aware of the provisions of California Government Code §8350, et seq, and hereby certify that Bidder and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

8.7. NON-DISCRIMINATION CERTIFICATION

Bidder, hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status, except as provided for in Section 12940 of the California Government Code. Bidder shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

8.8. CONFLICT OF INTEREST

Bidders are advised that Bidders' officers and employees shall comply with the disclosure, disqualification, and other provisions of California's Political Reform Act of 1974 (Government Code Section 81000 et seq.) if their responsibilities include the making or participation in the making of a District decision.

8.9. PUBLIC RECORDS

The District is subject to the provisions of the California Public Records Act (Govt. Code § 7922 et seq.) (the "Act"), and each Response submitted to the District is subject to disclosure as a public record, unless the Response or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Response is exempt from disclosure under the Act, it must clearly identify the portion(s) it

believes to be exempt from disclosure and identify the basis of the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Response, a Respondent agrees to indemnify, defend, and hold harmless the District against any third party claim seeking disclosure of the Response or any portions thereof.